Version 1.2 December 19, 2012



# **National Custodial Specification**

SOLICITATION NUMBER: GS-02P-14-PV-D-0007

SERVICE: CUSTODIAL AND RELATED SERVICES

LOCATION(S): ALEXANDER HAMILTON U.S. CUSTOM HOUSE

ONE BOWLING GREEN, NEW YORK, NY

PERIOD OF PERFORMANCE: Five years, one year base period and four one year option periods

from February 1, 2015 through January 31, 2016

SOLICITATION ISSUE DATE: August 21, 2014

OFFER DUE DATE/TIME: September 23, 2014 @ 10:00 AM EST

SITE VISIT: September 10, 2014 @ 11:00 AM

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### **NOTICE TO OFFERORS**

## THIS IS AN 8(a) COMPETITIVE ACQUISITION SET-ASIDE

- (1) This solicitation is totally set-aside for 8(a) small business concerns, in accordance with FAR 19. This solicitation sets forth requirements for proposals for a contract to provide the services described in the solicitation documents. Proposals conforming to the solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the contract to the selected offeror, subject to the conditions set forth herein.
- (2) Neither the solicitation nor any part of an offeror's proposal shall be part of the contract except to the extent expressly incorporated therein by the Contracting Officer.

# A. SOLICITATION/CONTRACT FORM

# A.1 STANDARD FORMS:

Standard Form 1449

SOLICITATION/CONTRA			ITEMS	1. REQUISITION N			PAGE 1 OF 14
OFFEROR TO COMPLETE  2. CONTRACT NO.	E BLOCKS 12, 17, 2 3. AWARD/EFFECTIVE	<b>23, 24, &amp; 30</b> 4. ORDER NUMBER		5. SOLICITATION	13-0108		6. SOLICITATION ISSUE
2. CONTINCT NO.	DATE	4. ORDER NOMBER		J. JOLICITATION	NOMBER		DATE
				GS-02P-14	-PV-D-0007		
7. FOR SOLICITATION	a. NAME Jayshree Tank			b. TELEPHONE N	UMBER (No co	ollect	8. OFFER DUE DATE/ LOCAL TIME
INFORMATION CALL:	jayshree.tank@gsa	dov		212-577-8	8681		SEP 23, 2014
9. ISSUED BY	100011		T			_	10:00 AM ET
MANHATTAN ACQUISITION UNIT	code 2PSAN	ı	10. THIS ACQUIS		MEN-OWNED		ASIDE: <u>100</u> % FOR:
GSA, PUBLIC BUILDING SERVICES	(2PSAM)			□ (Wo	OSB) ELIGIBLE	UNDER TH	E WOMEN-OWNED
26 FEDERAL PLAZA, RM 3132 NEW YORK NY 10278			HUBZONE S BUSINESS		ALL BUSINESS WOSB	PROGRAM	NAICS: 561720
NEW TORKINI 10270			SERVICE-D	ISABLED	WOOD		SIZE STANDARD:
			VETERAN-C SMALL BUS		.)		\$18 Million
11. DELIVERY FOR FOB DESTINA-	12. DISCOUNT TERMS		13a. THIS CON		13b. RATING		
TION UNLESS BLOCK IS MARKED			RATEC	ORDER UNDER			
WARRED			DPAS	(15 CFR 700)	14. METHOD (	OF SOLICITAT	TON
SEE SCHEDULE					RFQ	IFE	RFP X
15. DELIVER TO 1 BOWLING GREEN	CODE	NY0131ZZ	16. ADMINISTERED	BY		(	CODE
NEW YORK-MANHATTAN NY 10004-1415							
17a CONTRACTOR/ CODE	FACILITY		18a. PAYMENT WIL	L BE MADE BY			CODE
OFFEROR.	CODE						
TELEPHONE NO.  17b. CHECK IF REMITTANCE IS DIFFE	RENT AND PUT SUCH ADDRE	SS IN	18b. SUBMIT IN	IVOICES TO ADDE	RESS SHOWN	N BLOCK 1	8a UNLESS BLOCK
OFFER				CHECKED	SEE ADDENDUM		54 5.1 <u>2</u> 255 5255.1
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SE	RVICES		21. 2. QUANTITY UN		23. T PRICE	24. AMOUNT
-				207411111		1111102	744100111
Please see continuatio	on page for line item d	letails.					
(Use Reverse	and/or Attach Additional She	ets as Necessary)		26.1	OTAL AWARD AN	4OLINT	(For Govt. Use Only)
See Schedule	DATA			20.	OTAL AWARD AF	NOONI	(For Govt. Ose Orny)
27a. SOLICITATION INCORPORATES BY REF	ERENCE FAR 52.212-1, 52.212-4. F	AR 52.212-3 AND 52.212	-5 ARE ATTACHED. ADD	DENDA		ARE	ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCOR	RPORATES BY REFERENCE FAR 52.2	12-4. FAR 52.212-5 IS AT	TACHED. ADDENDA			ARE	ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO			4	29. AWARD OF CON	TRACT: REF.		OFFER
COPIES TO ISSUING OFFICE. CONTR DELIVER ALL ITEMS SET FORTH OR C				DATE			N SOLICITATION
ADDITIONAL SHEETS SUBJECT TO TH				BLOCK 5), INCLUDIN SET FORTH HEREIN, I			JES WHICH ARE
30a. SIGNATURE OF OFFEROR/CONTRACT	TOR		31a. UNITED STATE	S OF AMERICA	(SIGNATURE OF	CONTRACTII	NG OFFICER)
20h NAME AND TITLE OF SIGNED	(Time a market)	- DATE CICKIES	216 NAME OF CO.	ITDACTING OFFICES	/T	winst)	21c DATE CICNED
30b. NAME AND TITLE OF SIGNER	(Type or print) 30	c. DATE SIGNED	31b. NAME OF CON	ITRACTING OFFICER	(Type or p	rint)	31c. DATE SIGNED

19. ITEM NO.		20. SCHEDULE OF SUPPLIE	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY IN C	OLUMN 21 F	HAS BEEN						
RECEIVED		INSPECTED ACCEPTE	D, AND CONFORMS TO T	HE CONTRAC	T, EXCEPT AS NOTED:			
32b. SIGNATURE OF		ED GOVERNMENT	32c. DATE	32d.	PRINTED NAME AND 1	ΓITLE OF A	UTHORIZED GOVERNMEN	JT
REPRESENTA	ATIVE				REPRESENTATIVE			
32e. MAILING ADDR	RESS OF AUT	HORIZED GOVERNMENT REPRESEI	NTATIVE	32f	FELPHONE NUMBER O	F AUTHOR	RZED GOVERNMENT REPR	ESENTATIVE
				32g.	E-MAIL OF AUTHORIZ	ED GOVEF	RNMENT REPRESENTATIVE	
33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED 36. PAYMENT					AYMENT			37. CHECK NUMBER
PARTIAL	FINAL		CORRECT FOR		COMPLETE	PARTIAL	FINAL	
38. S/R ACCOUNT N	O.	39. S/R VOUCHER NUMBER	40. PAID BY	1				
		T IS CORRECT AND PROPER FOR PA	AYMENT 41c. DATE	42a. RECEIVI	ED BY (Print)			
				42b. RECEIV	ED AT (Location)			
				42c. DATE RI	EC'D (YY/MM/DD)	4:	2d. TOTAL CONTAINERS	

SCHEDULE Continued							
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
0001	Custodial and Related Services  BASE BID/OFFER FOR BASIC SERVICES FOR INITIAL 12-MONTH PERIOD (BASE YEAR 1)  Quote a per-month price for providing the custodial and related services	12.00	МО				
0002	Period of Performance: 02/01/2015 to 01/31/2016  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)  Trash Removal Services for one 20 cu. yd. container Quote a per pick up price for providing Trash Removal services  Period of Performance: 02/01/2015 to 01/31/2016	0.00	EA				
0003	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1) Carpet shampooing service-Steam Extraction -per square foot Quote a per square feet price for providing Carpet shampooing service-Steam Extraction	0.00	EA				
0004	Period of Performance: 02/01/2015 to 01/31/2016  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)  Extermination Services Quote a per occurrence price for providing Extermination Services  Period of Performance: 02/01/2015 to 01/31/2016	0.00	EA				
0005	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1) Window Washing (entire building, interior & exterior) Quote a per occurrence price for providing Window Washing (entire building, interior & exterior)  Period of Performance: 02/01/2015 to 01/31/2016	0.00	EA				
0006	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1) Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Quote a per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	0.00	EA				
0007	Period of Performance: 02/01/2015 to 01/31/2016  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1) Pressure Washing and Steam Cleaning Quote a per occurrence price for Pressure Washing and Steam Cleaning  Period of Performance: 02/01/2015 to 01/31/2016	0.00	EA				

	SCHEDULE Cor	ntinued			
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1) Snow And Ice Removal For Areas Requiring Heavy Equipment Quote a per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment	0.00	EA		
0009	Period of Performance: 02/01/2015 to 01/31/2016  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)  Additional Services - Productive (Janitor) hourly straight time rate Quote a per hour price for Productive (Janitor) hourly straight time rate	0.00	HR		
0010	Period of Performance: 02/01/2015 to 01/31/2016  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)  Additional Services - Productive (Janitor) hourly overtime rate Quote a per hour price for Productive (Janitor) hourly overtime rate	0.00	HR		
0011	Period of Performance: 02/01/2015 to 01/31/2016  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)  Additional Services - On-Site Supervisor/Straight Time Quote a per hour price for On-Site Supervisor/Straight Time  Period of Performance: 02/01/2015 to 01/31/2016	0.00	HR		
0012	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1) Additional Services - On-Site Supervisor/Overtime Quote a per hour price for On-Site Supervisor/Overtime  Period of Performance: 02/01/2015 to 01/31/2016	0.00	HR		
0013	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1) Additional Services - Project Manager/Straight Time Quote a per hour price for Project Manager/Straight Time Period of Performance: 02/01/2015 to 01/31/2016	0.00	HR		
0014	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1) Additional Services - Project Manager/ Overtime Quote a per hour price for Project Manager/ Overtime Period of Performance: 02/01/2015 to 01/31/2016	0.00	HR		
0015	OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR	12.00	МО		OF

SCHEDULE Continued							
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
	Quote a per-month price for providing the custodial and related services						
	Period of Performance: 02/01/2016 to 01/31/2017						
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)						
0016	Trash Removal Services for one 20 cu. yd. container Quote a per pick up price for providing Trash Removal	0.00	EA		OP1		
	Period of Performance: 02/01/2016 to 01/31/2017						
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES						
	FOR 12-MONTH PERIOD (OPTION I - YEAR 2)				OP1		
0017	Carpet shampooing service-Steam Extraction -per square foot Quote a per square feet price for providing Carpet	0.00	EA				
	shampooing service-Steam Extraction  Period of Performance: 02/01/2016 to 01/31/2017						
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)						
0018	Extermination Services  Quote a per occurrence price for providing Extermination Services	0.00	EA		OP1		
	Period of Performance: 02/01/2016 to 01/31/2017						
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)						
0019	Window Washing (entire building, interior & exterior) Quote a per occurrence price for providing Window Washing (entire building, interior & exterior)	0.00	EA		OP1		
	Period of Performance: 02/01/2016 to 01/31/2017						
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR						
0020	12-MONTH PERIOD (OPTION I - YEAR 2)  Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Quote a per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	0.00	EA		OP <sup>-</sup>		
	Period of Performance: 02/01/2016 to 01/31/2017						
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)						

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0021	Pressure Washing and Steam Cleaning Quote a per occurrence price for Pressure Washing and Steam Cleaning	0.00	EA		OPT	
0022	Period of Performance: 02/01/2016 to 01/31/2017  Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)  Snow And Ice Removal For Areas Requiring Heavy Equipment Quote a per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment  Period of Performance: 02/01/2016 to 01/31/2017  Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES	0.00	EA		ОРТ	
0023	FOR 12-MONTH PERIOD (OPTION I - YEAR 2)  Additional Services - Productive (Janitor) hourly straight time rate  Quote a per hour price for Productive (Janitor) hourly straight time rate	0.00	HR		OPT	
0024	Period of Performance: 02/01/2016 to 01/31/2017  Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)  Additional Services - Productive (Janitor) hourly overtime rate Quote a per hour price for Productive (Janitor) hourly overtime rate  Period of Performance: 02/01/2016 to 01/31/2017	0.00	HR		OPT	
0025	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)  Additional Services - On-Site Supervisor/Straight Time Quote a per hour price for On-Site Supervisor/Straight Time  Period of Performance: 02/01/2016 to 01/31/2017	0.00	HR		OPT	
0026	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)  Additional Services - On-Site Supervisor/Overtime Quote a per hour price for On-Site Supervisor/Overtime  Period of Performance: 02/01/2016 to 01/31/2017  Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)	0.00	HR		OPT	

	SCHEDULE Continued							
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
0027	Additional Services - Project Manager/Straight Time Quote a per hour price for Project Manager/Straight Time	0.00	HR		OPT			
	Period of Performance: 02/01/2016 to 01/31/2017							
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)							
0028	Additional Services - Project Manager/ Overtime  Quote a per hour price for Project Manager/ Overtime	0.00	HR		OPT			
	Period of Performance: 02/01/2016 to 01/31/2017							
0029	OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)	12.00	МО		OPT			
	Quote a per-month price for providing the custodial and related services							
	Period of Performance: 02/01/2017 to 01/31/2018							
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)							
0030	Trash Removal Services for one 20 cu. yd. container Quote a per pick up price for providing Trash Removal services	0.00	EA		OPT			
	Period of Performance: 02/01/2017 to 01/31/2018							
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)							
0031	Carpet shampooing service-Steam Extraction -per square foot Quote a per square feet price for providing Carpet	0.00	EA		OPT			
	shampooing service-Steam Extraction  Period of Performance: 02/01/2017 to 01/31/2018							
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)							
0032	Extermination Services  Quote a per occurrence price for providing Extermination  Services	0.00	EA		OPT			
	Period of Performance: 02/01/2017 to 01/31/2018							
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)							
0033	Window Washing (entire building, interior & exterior) Quote a per occurrence price for providing Window Washing (entire building, interior & exterior)	0.00	EA		OPT			

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0034	Period of Performance: 02/01/2017 to 01/31/2018  Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)  Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Quote a per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)  Period of Performance: 02/01/2017 to 01/31/2018	0.00	EA		OPT	
0035	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)  Pressure Washing and Steam Cleaning Quote a per occurrence price for Pressure Washing and Steam Cleaning  Period of Performance: 02/01/2017 to 01/31/2018	0.00	EA		<u>OPT</u>	
0036	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)  Snow And Ice Removal For Areas Requiring Heavy Equipment Quote a per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment  Period of Performance: 02/01/2017 to 01/31/2018	0.00	EA		OPT	
0037	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)  Additional Services - Productive (Janitor) hourly straight time rate Quote a per hour price for Productive (Janitor) hourly straight time rate	0.00	HR		OPT	
0038	Period of Performance: 02/01/2017 to 01/31/2018  Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)  Additional Services - Productive (Janitor) hourly overtime rate Quote a per hour price for Productive (Janitor) hourly overtime rate	0.00	HR		OPT	
	Period of Performance: 02/01/2017 to 01/31/2018  Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)				ОРТ	

	SCHEDULE Continued							
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
0039	Additional Services - On-Site Supervisor/Straight Time Quote a per hour price for On-Site Supervisor/Straight Time	0.00	HR					
	Period of Performance: 02/01/2017 to 01/31/2018							
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)							
0040	Additional Services - On-Site Supervisor/Overtime Quote a per hour price for On-Site Supervisor/Overtime	0.00	HR		OPT			
	Period of Performance: 02/01/2017 to 01/31/2018							
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR							
	12-MONTH PERIOD (OPTION II - YEAR 3)				OPT			
0041	Additional Services - Project Manager/Straight Time Quote a per hour price for Project Manager/Straight Time	0.00	HR					
	Period of Performance: 02/01/2017 to 01/31/2018							
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES							
	FOR 12-MONTH PERIOD (OPTION II - YEAR 3)				OPT			
0042	Additional Services - Project Manager/ Overtime Quote a per hour price for Project Manager/ Overtime	0.00	HR					
	Period of Performance: 02/01/2017 to 01/31/2018							
0043	OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)	12.00	МО		OPT			
	Quote a per-month price for providing the custodial and related services							
	Period of Performance: 02/01/2018 to 01/31/2019							
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)							
0044	Trash Removal Services for one 20 cu. yd. container Quote a per pick up price for providing Trash Removal services	0.00	EA		OPT			
	Period of Performance: 02/01/2018 to 01/31/2019							
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)							
0045	Carpet shampooing service-Steam Extraction -per square foot Quote a per square feet price for providing Carpet	0.00	EA		OPT			
	shampooing service-Steam Extraction							
	Period of Performance: 02/01/2018 to 01/31/2019							

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0046	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Extermination Services Quote a per occurrence price for providing Extermination Services	0.00	EA		<u>OP</u> T	
0047	Period of Performance: 02/01/2018 to 01/31/2019  Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Window Washing (entire building, interior & exterior) Quote a per occurrence price for providing Window Washing (entire building, interior & exterior)  Period of Performance: 02/01/2018 to 01/31/2019	0.00	EA		OPT	
0048	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Quote a per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	0.00	EA		<u>ОРТ</u>	
0049	Period of Performance: 02/01/2018 to 01/31/2019  Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Pressure Washing and Steam Cleaning Quote a per occurrence price for Pressure Washing and Steam Cleaning  Period of Performance: 02/01/2018 to 01/31/2019	0.00	EA		OPT	
0050	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Snow And Ice Removal For Areas Requiring Heavy Equipment Quote a per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment  Period of Performance: 02/01/2018 to 01/31/2019	0.00	EA		<u>OPT</u>	
0051	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Additional Services - Productive (Janitor) hourly straight time rate Quote a per hour price for Productive (Janitor) hourly straight time rate	0.00	HR		ОРТ	

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	Period of Performance: 02/01/2018 to 01/31/2019  Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)				OPT	
0052	Additional Services - Productive (Janitor) hourly overtime rate Quote a per hour price for Productive (Janitor) hourly overtime rate  Period of Performance: 02/01/2018 to 01/31/2019  Alternate offer for additional services	0.00	HR			
0053	OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Additional Services - On-Site Supervisor/Straight Time Quote a per hour price for On-Site Supervisor/Straight Time  Period of Performance: 02/01/2018 to 01/31/2019	0.00	HR		OPT	
0054	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Additional Services - On-Site Supervisor/Overtime Quote a per hour price for On-Site Supervisor/Overtime  Period of Performance: 02/01/2018 to 01/31/2019  Alternate offer for additional services	0.00	HR		<u>OPT</u>	
0055	OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Additional Services - Project Manager/Straight Time Quote a per hour price for Project Manager/Straight Time Period of Performance: 02/01/2018 to 01/31/2019  Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC	0.00	HR		OPT	
0056	SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)  Additional Services - Project Manager/ Overtime Quote a per hour price for Project Manager/ Overtime  Period of Performance: 02/01/2018 to 01/31/2019	0.00	HR		OPT	
0057	OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)  Quote a per-month price for providing the custodial and	12.00	МО		OPT	
	related services  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)					

SCHEDULE Continued					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058	Trash Removal Services for one 20 cu. yd. container Quote a per pick up price for providing Trash Removal services	0.00	EA		OPT
0059	Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)  Carpet shampooing service-Steam Extraction -per square foot	0.00	EA		OPT
	Quote a per square feet price for providing Carpet shampooing service-Steam Extraction  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)				OPT
0060	Extermination Services Quote a per occurrence price for providing Extermination Services  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)	0.00	EA		
0061	Window Washing (entire building, interior & exterior) Quote a per occurrence price for providing Window Washing (entire building, interior & exterior)  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)	0.00	EA		OPT
0062	Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Quote a per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)	0.00	EA		OPT
0063	Pressure Washing and Steam Cleaning Quote a per occurrence price for Pressure Washing and Steam Cleaning  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR	0.00	EA		OPT

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0064	12-MONTH PERIOD (OPTION IV - YEAR 5)  Snow And Ice Removal For Areas Requiring Heavy Equipment Quote a per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment	0.00	EA		ОРТ	
0065	Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)  Additional Services - Productive (Janitor) hourly straight time rate Quote a per hour price for Productive (Janitor) hourly straight time rate  Period of Performance: 02/01/2019 to 01/31/2020	0.00	HR		OPT	
0066	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)  Additional Services - Productive (Janitor) hourly overtime rate Quote a per hour price for Productive (Janitor) hourly overtime rate	0.00	HR		ОРТ	
0067	Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)  Additional Services - On-Site Supervisor/Straight Time Quote a per hour price for On-Site Supervisor/Straight Time  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR	0.00	HR		ОРТ	
0068	12-MONTH PERIOD (OPTION IV - YEAR 5)  Additional Services - On-Site Supervisor/Overtime Quote a per hour price for On-Site Supervisor/Overtime  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR	0.00	HR		OPT	
0069	12-MONTH PERIOD (OPTION IV - YEAR 5)  Additional Services - Project Manager/Straight Time Quote a per hour price for Project Manager/Straight Time  Period of Performance: 02/01/2019 to 01/31/2020  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)	0.00	HR		OPT	

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
070	Additional Services - Project Manager/ Overtime  Quote a per hour price for Project Manager/ Overtime	0.00	HR		OF	
	Period of Performance: 02/01/2019 to 01/31/2020					

#### B. SERVICES. ORDERING AND PRICES

#### **B.1 DESCRIPTION OF SERVICES:**

The General Services Administration, Region 2, Public Buildings Service requires uninterrupted custodial and related services for the Alexander Hamilton U.S. Custom House located at One Bowling Green, New York, NY 10004. The contractor shall furnish all personnel, labor, equipment, materials, tools, supplies, equipment, supervision, management, training/certifications, and services, except as may be expressly set forth as Government furnished, and otherwise accomplish all actions necessary to or incident to, perform and provide the work efforts described in the Scope of Work and shall plan, schedule, coordinate and assure effective performance of all custodial and related services in accordance with the performance standards described in Section C and in accordance with the requirements of this solicitation at the following building:

# Alexander Hamilton U.S. Custom House One Bowling Green, New York, NY 10004

<u>Note:</u> Unless otherwise specified, all monthly and hourly rates apply to work performed during normal and other than normal working hours as defined in Section C.

# B.2 Offer for standard (basic) services:

Submit a <u>per-month</u> price for providing the custodial and related services described herein:

Base Year (Year 1)	\$ per month	\$ Total Year 1
Option I (Year 2)	\$ per month	\$ Year 2
Option II (Year 3)	\$ per month	\$ Year 3
Option III (Year 4)	\$ per month	\$ Year 4
Option IV (Year 5)	\$ per month	\$ Year 5

## B.3. Offer for above standard services:

Submit a price for providing additional services, when ordered, that are in addition to the services specified herein as "basic services" (or "standard services"). Orders for additional services may be placed orally or in writing by the Contracting Officer's Representative (COR), when the amount of the order totals \$2,500 or less, or in the event of an emergency. All orders that exceed \$2,500 will be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the services to be provided, and will establish, using Government standards, the maximum number of hours of service for which the contractor will be compensated.

A. Regular and overtime services.

Individual orders for additional services involving more than forty (40) man-hours will only be issued with the assent of the contractor. The total number of hours of additional services, estimated to be required during any twelve (12) month period of performance, is <u>400 man</u> hours. However, this estimate neither obligates nor restricts the Government to order these hours.

This additional services provision is intended to be used to satisfy the Government's short-term, non-recurring need for services. Should a continuing need for additional services arise, a contract modification will be negotiated, pursuant to the "Changes" clause (FAR 52.243-1) contained in Section I.

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Janitor/	\$	\$	\$	\$	\$
Straight Time	per hr	per hr	per hr	per hr	per hr
Janitor/ Overtime	\$ per hr	\$per hr	\$per hr	\$ per hr	\$ per hr
On-Site Supervisor/	\$	\$	\$	\$	\$
Straight Time	per hr	per hr	per hr	per hr	per hr
On-Site Supervisor/	\$	\$	\$	\$	\$
Overtime	per hr	per hr	per hr	per hr	per hr
Project Manager/	\$	\$	\$	\$	\$
Straight Time	per hr	per hr	per hr	per hr	per hr
Project Manager/	\$	\$	\$	\$	\$
Overtime	per hr	per hr	per hr	per hr	per hr

#### <u>Notes</u>

- 1) Straight-time rates apply when work is performed during normal working hours. Overtime rates apply when work is performed during other than normal working hours.
- 2) All hourly prices for additional services are fully loaded and include all direct and indirect costs and fees.
- B. <u>Periodic work.</u> (over and above the services required as part of the basic ("standard") services)

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Trash Removal Services for one 20 cu. yd. container	\$ per pick up	\$ per pick up	\$ per pick up	\$ per pick up	\$ per pick up
Extermination Services	per occurrence	per occurrence	per occurrence	per occurrence	per occurrence
Carpet—Steam Extraction	\$ per sq ft.	\$ per sq ft.	\$ per sq ft.	\$ per sq ft.	\$ per sq ft.
Window Washing (entire building, interior & exterior)	\$ per occurrence	\$ per occurrence	\$per occurrence	\$ per occurrence	\$per occurrence

Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	\$per occurrence	per occurrence	\$per occurrence	\$per occurrence	per occurrence
Pressure Washing and Steam Cleaning	\$ per occurrence	\$ per occurrence	\$ per occurrence	\$ per occurrence	\$ per occurrence
Snow And Ice Removal For Areas Requiring Heavy Equipment	\$per occurrence	\$per occurrence	\$per occurrence	\$ per occurrence	\$ per occurrence

(See Section C, paragraphs C.5 [Standard Services] and C.6 [Above-Standard Services].)

#### Notes

- 1) <u>Do not</u> include any allowance for additional services in the monthly price.
- 2) <u>Do not</u> include any allowance for any contingency to cover increased costs for which adjustments are provided for under the FAR clause entitled "52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts)".
- 3) You <u>must</u> submit prices for the initial one year period as well as for the four (4) one year option periods in order to be considered for award.
- 4) Only designated GSA officials may order additional contract services.
- 5) Orders of \$2,500 or less may be processed using the Government-wide commercial purchase card (credit card). The contractor, therefore, shall have the capability of accepting credit card payments (see Section G).
- 6) Emergency orders may be placed orally by the COR but must be confirmed by a formal, written order signed by the Contracting Officer or the Contracting Officer's Designated Ordering Official.

#### **B.4. Service employees:**

The predominant classes of service employees engaged in the work covered by this contract are Janitors.

#### B.5. Minimum hourly wages and fringe benefits:

The minimum wage rates and fringe benefits applicable to the period of performance are outlined in wage determination No.: 1977-0225, Revision No. 51

#### B.6. FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a <u>fixed price with economic price adjustment</u> contract resulting from this solicitation. (End of provision)

#### B.7. Pricing of base and option years:

(Includes "Option Year Agreement")

- A. This contract includes a base year, and four (4) option years. The prices for the base year and option years will be adjusted, in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts). No other adjustments will be made, except those made necessary as a result of changes to the Scope of Work or Building Information Sheet.
- B. Prior to the contract anniversary date, the Government will furnish the contractor with changes to the Scope of Work and revisions to the Building Information Sheet, if any, and updated wage determinations to assist the contractor in pricing the base or option year. Upon request, the contractor shall furnish the Government with necessary back-up documentation to justify/explain the proposed price adjustments.
- C. The contractor shall compete amongst at least three (3) firms, all subcontract work exceeding \$2,500.00, with the goal of obtaining best-value pricing. Small business firms from the local trading area should be sought as subcontractors, to the maximum extent possible.
- D If start-up costs are included in the base-year pricing, they should not also be carried over into the pricing for the follow-on years.
- E. FAR 52.222-43 allows the incorporation of FICA, worker's compensation, and unemployment insurance on the increased amount for wages and fringe benefits. In the event there is a cap on unemployment insurance (FUTA/SUTA), however, and this cap has already been reached, additional dollars should not be included.
- F. The Janitor, Pest Controller, and Small Engine Mechanic will be subject to annual wage adjustments in accordance with FAR 52.222-43.
- H. In conformance with wage determination No.: 1977-0225, Revision No. 51; the On-Site Supervisor will also be subject to annual wage adjustments in accordance with FAR 52.222-43.
  - I. Managers and Supervisors will not be subject to annual wage adjustments in accordance with FAR 52.222-43.

Wage Determination No. 1977-0225 - Revision 51

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 1977-0225

Diane C. Koplewski Division of

Director Wage Determinations

Revision No.: 51 Date Of Last Revision: 12/23/2013

State: New York

Area: New York Counties of Bronx, Kings, New York, Queens, Richmond

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

Employed on contracts for janitorial services at the above localities:

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<pre>(not set) - Elevator Starter:     Class A     Class B     Class C</pre>		25.536 25.505 25.461
(not set) - Foreperson: Class A Class B Class C		25.536 25.505 25.461
(not set) - Handyperson: Class A Class B Class C		25.648 25.617 25.573
<pre>(not set) - Janitorial Services (Other):    Class A    Class B    Class C</pre>		23.423 23.392 23.348

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# ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

MINIMUM HOURLY WAGE: The wage rates applicable depend on the classification of the contract. A contract is classified as A, B, or C by the area to be serviced under the contract according to the following definitions: Class A building - Gross area of more than 280,000 square feet; Class B building - Gross area of more than 120,000 and not over 280,000 square feet; Class C building - Gross area of less than 120,000 square feet. Gross area is the sum total of the areas existing on the various Page 1

Wage Determination No. 1977-0225 - Revision 51 floors of the building covered by the contract, including the basement space, but excluding those portions of the building used for the public utilities and general operation of the property. Gross floor area is computed by measuring from the inside plaster surface of all exterior walls of space serviced on the floor, including columns, corridors, excluding porter's closets, slop sinks, toilets, elevator shafts. Employees, except elevator operators and starters, the majority of

whose hours fall between 7:00 P.M., and 6:00 A.M. and who work seven (7) hours or more per day shall, in addition to their regular pay for scheduled hours, receive either additional straight time pay for one-half (1/2) hour or be relieved one-half (1/2) hour earlier.

- Employees working 6 hours: 25 minutes straight-time pay or relieved 25 minutes earlier.
- Employees working 5 hours: 15 minutes straight-time pay or relieved 15 minutes earlier.

MEAL MONEY: Any employee required to work at least four (4) hours of overtime shall receive \$15.00 as meal money.

HEALTH AND WELFARE: \$14,794.64 per year for all employees working more than two (2) days per week. Medical reimbursement increased from 85% to 90% of the first \$7500 after deductible.

VACATION: Three (3) days of paid vacation after six (6) months of service with a contractor or successor, two (2) weeks after one (1) year; three (3) weeks after five (5) years; four (4) weeks after fifteen (15) years; five weeks after twenty-five (25) years. 21 years - 21 working days, 22 years - 22 working days, 23 years -

23 working days and 24 years - 24 working days. Pro-rated vacation benefits are payable to terminated employees eligible for a paid vacation also the employee who leaves on his own accord unless he fails to give five (5) working days termination notice. Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed and with predecessor contractors in

the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Twelve (12) paid holidays per year: Martin Luther King, Jr's Birthday or Yom Kippur or a personal day, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and Personal Leave Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with

a plan communicated to the employees involved.)

PENSION: \$94.75 per week for all employees working twenty (20) hours or more per week.

#### Wage Determination No. 1977-0225 - Revision 51

SICK PAY: Ten (10) paid sick days for bona fide illness during a calendar year, provided the employee has been employed at least one (1) year. Unused sick days shall be paid at a regular day's pay. An employee absent from duty due to illness only on a scheduled workday immediately before and/or on the scheduled workday after a holiday shall not be eligible for sick pay for said absent workday or workdays. Employees are limited to five (5) single day absences in a year. Employees who achieve one year's service after Jan. 1, shall receive a pro rata share of sickness benefits for the balance of the calendar year. ANY EMPLOYEE WHO HAS A PERFECT ATTENDANCE RECORD FOR THE CALENDAR YEAR SHALL RECEIVE AN ATTENDANCE BONUS OF \$125.00 IN ADDITION TO PAYMENT OF UNUSED SICK DAYS.

ATTENDANCE BONUS: Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$125.00 in addition to payment of unused sick days.

TRAINING FUND: Contribution of \$169.60 annually per employee.

SERVICE CENTER VISIT: One (1) day of paid leave per year for use of benefit fund. Provided an employee has one year of service and gives one (1) week's notice to contractor. Such employee shall receive an additional day off with pay to visit the

benefit fund office if such visit is required. Employee shall exhibit a signed statement of such a visit to receive payment for such days.

JURY DUTY: Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of three (3) weeks in any calendar

year. Pending receipt of the jury duty pay, the contractor shall pay the employee his regular pay on his scheduled payday. As soon as the employee receives the jury duty pay, he shall reimburse the contractor by signing the jury paycheck over to the contractor.

ANNUITY FUND: Contribution of \$13.00 per week per employee.

BEREAVEMENT LEAVE: A regular employee with at least one (1) year of employment shall

not be required to work for a maximum of three (3) days immediately following the death of an immediate family member (parent, brother, sister, spouse or child). Employee shall be paid regular straight time wages for any such three (3) days on which he was regularly scheduled to work or receive holiday pay. With respect to grandparents, the contractor shall grant a paid day off on the day of the funeral if

such day is a regularly scheduled workday.

PRE-PAID LEGAL FUND: \$43.60 anually per employee.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444)

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage

rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage

Wage Determination No. 1977-0225 - Revision 51 determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

#### Wage Determination No. 1977-0225 - Revision 51

#### \*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

#### Elevator Starter:

Chief responsibility is to direct elevator operations and traffic in the building and does not normally operate an elevator.

#### Foreperson:

Differs from a porter or cleaning person in that the main responsibility is to direct cleaning operations.

#### Handyperson:

Possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) percent of working time in a building to work involving such skill.

## Janitorial Services (Other):

Include elevator operators, porters, porter/watchmen, cleaning persons, matrons, security porters, fire safety directors, exterminators, and all other service employees employed in the building under the jurisdiction of the union except those other classifications specified.

#### C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

#### C.1 Definitions

#### C.1.0 General Program

The work specified in this specification shall be in accordance with all federal, state, county and city laws, codes, and ordinances and shall follow the more stringent of them. In addition to compliance with these laws, the contractor shall follow all applicable standard industry practices including, but not limited to, the Occupational Safety and Health Act (OSHA) and NIBS.

#### C.1.0.0 Above Standard Services

Above standard services are services that are not covered in the monthly contract price. The contractor shall include in its prices all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

#### C.1.0.1 Acceptance

This term constitutes acknowledgment that the supplies or services required in the contract conform to applicable contract quality and quantity requirements.

#### C.1.0.2 Approval

"Approval" means the Government has reviewed the submittals, deliverables, or administrative documents [e.g., insurance certificates, Material Safety Data Sheets (MSDS), etc.], and has determined that the documents conform to contract requirements. Government approval shall not relieve the contractor of responsibility for complying with applicable federal, state, and local laws and regulations.

#### C.1.0.3 Building

References to "facility" and "site" are interchangeable with "building." A man-made structure or edifice where services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

#### C.1.0.4 Cleanable Square Feet

This is calculated by taking the gross square feet minus walls (approx.1.5% of gross square feet) minus noncleanable areas such as electrical closets, closets, mechanical rooms, storage rooms, raised floor computer rooms, etc.

#### C.1.0.5 Contracting Officer (CO)

The CO has the responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

#### C.1.0.6 Contracting Officer's Representative (COR)

The COR shall be appointed by letter from the CO. The CO uses CORs as the primary Government representatives for the administration of the contract. CORs shall have proper training and experience in inspecting contract work, but **do not** have the authority to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules of the contract.

#### C.1.0.7 Contractor

Reference to "contractor" throughout the SOW, even for those references to subcontracted type tasks, shall mean the responsibility of the contract service provider.

#### C.1.0.8 Custodial

References to "custodial" are interchangeable with "janitorial." Custodial and related services can include cleaning, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

#### **C.1.0.9 Environmentally Sustainable**

These are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, product, chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Refer to Section C.17, "Federal Requirements" for a list of environmentally sustainable attributes and certifying entities.

#### C.1.0.10 Federal Holidays

Federal holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. When federal holidays fall on weekends, a weekday is typically designated as the holiday.

#### C.1.0.11 Federally Equipped Food Service

This is a facility in federal Government space where the Government procures and maintains the inventory of food service storage, preparation, cooking and hot and cold holding equipment.

#### C.1.0.12 Guiding Principles for Sustainable Existing Buildings

A practice of using processes that is environmentally responsible and resource-efficient throughout a building's lifecycle. The goal is to minimize and offset consumption of energy, water, and other resources and to eliminate all waste and pollution from building operations and activities. The result is to reduce the environmental impact of the federal Government, which will expand and complement the building design economy, utility, durability, and comfort. See <a href="http://en.wikipedia.org/wiki/Sustainability">http://en.wikipedia.org/wiki/Sustainability</a>

The common objective is to reduce the overall impact of the built environment on human health and the natural environment by:

- -Improving energy efficiency and reductions in greenhouse gas emissions.
- -Reducing water consumption intensity.
- -Acquiring green products and services.
- -Implementing pollution prevention measures, including reduction or elimination of the use of toxic and hazardous chemicals and materials.
- -Implementing cost-effective waste prevention and recycling programs.
- -Increasing diversion of solid/trash waste.

#### C.1.0.13 GSA Green Purchasing Program (GPP)

The GPP which includes the Green Purchasing Plan specifies requirements to promote the purchase of environmentally sustainable products and services.

#### C.1.0.14 Green Cleaning

Green Cleaning is a planned and organized approach to cleaning specifically designed to protect building occupants and workers health, while at the same time reducing environmental impacts.

#### C.1.0.15 LEED-EB

Leadership in Energy and Environmental Design for Existing Buildings (LEED) provides building owners and operators with a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. Once a building has achieved LEED certification all future purchases and services must be evaluated and ensure compliance with LEED to maintain the certification.

#### C.1.0.16 Modification

A modification is a bilateral or unilateral change to the SOW and/or the terms of the contract.

#### C.1.0.17 Ordering Official

Ordering Officials are appointed by letter from the CO. Ordering Officials shall act as the Government's representatives for the ordering of supplies and services.

## C.1.0.18 Performance Based Service Contracting

This is a procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the contractor by allowing the contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

#### C.1.0.19 Product Preference

Products that are identified as environmentally sustainable shall be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

#### C.1.0.20 Quality Assurance Surveillance Plan (QASP)

The QASP is the Government's surveillance method for monitoring and evaluating the contractor's performance under a Performance Based Statement of Work (PBSOW).

#### C.1.0.21 Quality Control Program (QCP)

The Quality Control Program is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the contractor.

#### C.1.0.22 Sanitize

This is the process of removing dirt and certain bacteria so that the number of germs is reduced to a level where the spread of disease is unlikely.

#### C.1.0.23 Service Calls

Service calls are considered standard service requirements, such as nonrecurring requests for rearranging of furniture in a conference room, special events support, spills, replenishing restroom supplies, etc.

#### C.1.0.24 Standard Services

A standard service is defined as all services that are included in the monthly price or are defined in the contract document. Prices are to include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

#### C.1.0.25 Stewardship

This is the responsibility for managing, conducting or supervising the quality, state or condition of a commercial or institutional building.

# **C.1.1 AbilityOne Commission (the Commission)**

# Not Applicable

# **C.1.1.0 Commission for Purchase for People Who are Blind or Severely Disabled**Not Applicable

# C.1.1.1 Community Rehabilitation Programs (CRP)

Not Applicable.

# C.1.1.2 Contracting Activity (CA)

Not Applicable

# C.1.1.3 Fair Market Price (FMP)

Not Applicable.

# C.1.1.4 Follow-on Year (FOY)

Not Applicable.

# C.1.1.5 Impasse

Not Applicable.

#### C.1.1.6 NISH

Not Applicable.

# C.1.1.7 Procurement List (PL)

Not Applicable

# C.1.1.8 Purchase Exemption

Not Applicable

# C.2 Objectives and Scope

This contract is for custodial and related services with a Performance-Based Statement of Work (PBSOW) for 1 Bowling Green, New York, NY. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. This contract consists of two major functional areas: standard services and above standard services.

Custodial and related services provided by the contractor are arranged and oversight is provided through one or more of the following entities: GSA's Regional Office, Service Centers, Field Offices, or local offices. These entities represent the Property Management organizations that have been adopted by GSA's regional leadership.

All references incorporated herein as web sites (URL's) are accurate as of November 2012, and may be subject to change by their web publishers. Web pages are provided to the contractor for additional clarity. A change to any web site specified in this contract does not change or alter the contract objectives identified herein.

#### C.2.0 The contractor shall

- -Furnish all personnel, labor, equipment, materials, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as Government furnished, and otherwise accomplish all actions necessary to or incident to, perform and provide the work efforts described in the contract.
- -Ensure that their employees are properly trained, licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by federal, state, or local laws; codes, or ordinances.
- -Be responsible to make the management and operational decisions to meet the quality performance standards required under this contract.
- -Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- -Implement an effective Quality Control Plan (QCP).
- -Implement an effective service call system that results in prompt, professional, and courteous resolution of tenant concerns.
- -Keep the CO or their designee informed of the current status of the work being performed, provide work schedules and provide other pertinent information needed by the CO or their designee.
- -Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.
- -Provide training/certifications for their employees that stress stewardship in cleaning practices i.e., the use, disposal and recycling of cleaning chemicals; and dispensing equipment and packaging. Current information on stewardship, training, educational materials and other issues can be found in ASTM E1971-05 or at the ASTM web site. Information on these items is also available on the web site: Stewardship for the Cleaning of Commercial and Institutional Buildings (<a href="https://www.astm.org">www.astm.org</a>) and ISSA's web site (<a href="https://www.issa.com">www.issa.com</a>).

# C.2.1 Cleaning Hours

The performance of the cleaning at building(s) shall take place between the hours of 7:00 a.m. and 6:00 p.m. The hours shall not be changed unless authorized by the CO or his/her designee.

# C.2.2 Building Information Data Sheet Estimates

The figures contained in the Building Information Data Sheet are estimates. It is the contractor's responsibility to notify the CO or their designee if it is believed that the information provided is incorrect.

# C.3 Green Cleaning

The contractor is required to conduct custodial and related services in a manner as to utilize industry best practices and guiding principles to minimize the Government's Environmental Footprint. This requires annual reporting of non-bio-based, bio-based, sustainable, and green products and materials.

The policy of GSA is to bring most, but not all, of its owned buildings into conformity with the most current and Government-accepted version of LEED for Existing Buildings (LEED-EB) current rating system by the U.S. Green Building Council (www.usgbc.org). Only in those instances where GSA is pursuing LEED-EB certification will additional LEED-EB scope requirements be added to this specification as specified in Section H.8 'LEED-EB.'

# C.4. Green Purchasing Plan

#### C.4.0 Sustainable Products

The contractor shall use green cleaning products, processes and equipment, and shall demonstrate such capability by submitting a green cleaning plan, in accordance with Section C.18, "Contractor Submittals/Deliverables Chart," to the CO or his/her designee that describes methods, materials, and equipment to be used under this contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers health and reduce the impact on human health and the environment.

The contractor shall use safe and environmentally friendly products as referenced throughout this specification. Green cleaning products and processes include, but are not limited to bio-based products, products containing recycled content, environmentally preferable products and services, and otherwise environmentally friendly products and services that minimize the use of energy, water, and other resources. Chemical concentrates that require dilutions are preferable compared to ready-to-use products and should be used whenever possible. Dilution control equipment should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. Green cleaning products and processes shall be complaint with the Guiding Principles for Sustainable Existing Buildings.

For categories of items that are EPA-designated (e.g. Comprehensive Procurement Guidelines [CPG]) and USDA designated in the Bio-Preferred Program (visit <a href="http://www.biopreferred.gov/">http://www.biopreferred.gov/</a>), and all other factors (such as price, performance, and availability) being equal, the Contractor shall selected the CPG item. For other purchases, unless the Contractor receives an exemption from the Contracting Officer, the contractor shall select USDA designated products over products with other sustainable attributes. Products designated under Federal sustainable product programs – USDA Bio-Preferred, EPA CPG, EPA Design for the Environment, and Department of Energy's Energy Star and FEMP - can be found on <a href="http://www.sftool.gov">www.sftool.gov</a>. Sustainable products designated under third-party programs include but are not limited to Green Seal and Environmental Choice. Examples of green cleaning products that are available with environmental designations are found in Section J, Exhibit 9. This list is not all inclusive. For those categories of product not recognized by one of the aforementioned standard's, preference shall be given to products meeting the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels for the appropriate cleaning product category(California Air Resource Board/California Code of Regulations (CCR), Tile 17 CCR Section 94509 – (Topic cited; Standards for consumer products at <a href="https://www.sdarges.com">www.calregs.com</a>).

The contractor shall also follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), Carpet and Rug Institute (CRI), and applicable standards of the Environmental Protection Agency (EPA).

### C.4.1 Exemptions

If cleaning products that meet the criteria above are (1) not reasonably available within a reasonable period of time; (2) fail to meet the performance standards set forth in the specification or fail to meet the reasonable performance

standards of GSA; or (3) are available only at an unreasonable price, only then can the contractor use other types of products. In these cases the contractor shall continue to use, to the extent possible, the safest and most environmentally friendly products. Exemptions can be granted to the contractor only by the CO or his/her designee.

# C.4.2 Proof of Compliance

The contractor must, at all times during the performance of this contract, maintain a cut sheet or other documentation of compliance with product purchasing activities as stated within this specification to include Section J, Exhibits 6,7, and 9. The contractor shall provide copies of such documentation to the CO or his/her designee upon request.

#### C.5 Standard Services

#### C.5.1 Interior Services

The contractor shall provide interior standard services for the work items listed below.

#### C.5.1.0 Performance Standards

The contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this section. Evaluations of the contractor's work shall be based on the standards in this section and conducted in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

#### C.5.1.1 Floor Care

The contractor shall provide a floor maintenance schedule to the CO or his/her designee in accordance with Section C.18 "Contractor Submittals/Deliverables Chart."

- -Bare Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.
- -Wet mopping of bare floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.
- -Mops and cleaning rags shall be cleaned and sanitized before and after each day of use. Mops and cleaning rags used in restrooms including diapering areas in restrooms and Child Care Centers shall not be used to clean any other areas.
- -Asbestos Containing Building Material (ACBM) Floors: Cleaning of flooring that may contain asbestos material, such as Vinyl Asbestos Tile (VAT), shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, "Asbestos Operations and Maintenance Work Practices." The contractor shall have a copy of the NIBS Guidance Manual. Upon request, the Government shall make available to the contractor any asbestos sampling results.
- -ADP/Data Center Floors: Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP)/Data Center spaces.
- -Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.

- -Granite and Marble Floors: All applicable floor areas shall be maintained in accordance with industry standards, and the standard identified in the contractor's Quality Control Plan.
- -Loading Dock Floors: Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) and/or State and local regulatory agency requirements.
- -Stripping Floors: The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices.

  UNDER NO CIRCUMSTANCES SHALL BURNISHING OR DRY STRIPPING METHODS BE USED ON ACBM FLOORING.
- -Finishing floors: walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The applied finished area shall have a uniform luster.
- -Sealing Floors: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.
- -Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.

# C.5.1.2 Carpets and Rugs

- -Extraction (Public Areas Only): Build-up spills and crusted materials shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. The Contractor shall coordinate with the CO or their designee the times when carpet shall be cleaned. The carpet shall be dry before customers occupy the building on the next business day. The contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the CO or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.
- -Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials.
- -Vacuuming: Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The contractor shall utilize at a minimum HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's "Seal of Approval/ Green Label Vacuum' Program."

#### C.5.1.3 Floor Mats and Runners

The Government shall furnish all mats and runners.

Mats and runners shall be laid out as specified by the CO or his/her designee at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. They shall be a minimum of 10 feet in length in the primary direction of travel. Replacement mats and runners shall be the same type as the original mats and runners. Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted materials. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the

CO or his/her designee so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 "Provision of Slip Resistance on Walking/Working Surfaces Guidelines."

The use of larger mats and runners, where appropriate, as opposed to several smaller mats and runners, is preferred to eliminate overlapping and to reduce potential tripping hazards.

In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the CO or his/her designee prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the contractor when the CO or his/her designee determines that they are no longer required.

## C.5.1.4 Restrooms, Shower Rooms, Locker Rooms and Holding Cells

- -Cleaning: All areas shall be cleaned using a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids and waste, and graffiti. Shower curtains shall be cleaned and free of mold and dirt.
- -Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.
- -Dispensers: The Government shall provide dispensers, including dispensers in tenant break rooms. The contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies including dispenser construction and efficiency shall be consistent with the. Hand soaps shall not contain antibacterial agents except where required by Federal, State, local requirements and health codes. Monies collected from tampon and sanitary napkin dispensers shall be retained by the contractor who shall provide and replenish the product at their expense.
- -Floors: The quality standard for providing standard service is the same as that described in Section C.5.1.1, "Floor Care."
- -Receptacles: The Government shall provide receptacles. The contractor shall empty, clean, and sanitize the sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR §1910.1030 (http://www.access.gpo.gov/nara/cfr/waisidx\_06/29cfr1910a\_06.html).

#### C.5.1.5 Fixtures

- -Clean and Sanitize: All fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, etc.) shall be clean with no dust, spots, soiled substances, discoloration, mold, build-up, or excess moisture.
- -Drinking Fountains: All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance.

# C.5.1.6 Surfaces

- -Horizontal Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations.
- -Metal, Brass and Woodwork: Surfaces, including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc., shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soiled substances, encrustation, and streaks.

-Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70 inches' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots, grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

#### C.5.1.7 Walls

All wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning shall not cause discoloration.

## C.5.1.8 High Cleaning

High Surfaces: Surfaces between 70 inches and above shall be cleaned and free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks. Included in high cleaning is lighting covers. This does not include the removal of vents, tiles, or fixtures.

## C.5.1.9 Dusting

Surfaces shall be dust free with a preference to using a micro-fiber or damp cloth, or backpack vacuum fitted with the appropriate dusting tool.

## C.5.1.10 Trash, Wastebaskets and Ash Receptacles

All trash (including restrooms) shall be collected and removed to a location designated by the CO or his/her designee. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash and debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.

The contractor shall notify the CO or his/her designee of any item or material identified by the Environmental Protection Agency (EPA) and state and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste observed in the trash receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries as specified in 40 CFR § 260-273.

#### C.5.1.11 Recyclables

The contractor shall provide all labor, and the means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the CO or his/her designee and as described in Section 10.2.0, "Recycling."

#### C.5.1.12 Elevators. Escalators and Stairways

- -Door Tracks: Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.
- -Exterior and Interior Car Surfaces: Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.
- -Exposed Surfaces, Treads, Risers and Landings: Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

#### C.5.1.13 Plate Glass

All interior glass (to include glass over and in and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

#### C.5.1.14 Window Washing

Cleaning: Windows shall not be cloudy and shall be clean and free of dirt, grime, streaks, and moisture. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. All windows shall be cleaned annually. Cleaning frequencies that are above standard shall be completed on a reimbursable basis by the contractor. Cleanings of both sides of the windows shall be coordinated to maximize cost effective operations as directed by the CO or his/her designee. The contractor shall comply with ANSI/IWCA I-14.1, and all federal, state and local regulations.

## C.5.1.15 Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

Dusting of Blinds and Coverings: All blinds, coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the CO or his/her designee for repair.

# C.5.1.16 Fine Arts Collection

The contractor shall work with the CO or their designee to identify artworks in the building which are considered part of GSA's Fine Arts Collection. The contractor shall work with the CO or his/her designee and Regional Fine Arts Officer to determine the best way to ensure that regular maintenance such as floor polishing, dusting, and window washing are accomplished in these areas; and to identify and help mitigate site-specific hazards such as pests that may damage the artworks.

# C.5.1.17 Policing Inside Areas

Areas: All building areas shall be free of papers, trash, and other discarded materials.

# C.5.1.18 Interior and Atrium Plants (Government Plants)

Not Applicable

#### C.5.1.19 Concessions (Cafeterias, Snack Bars and Vending Machine Areas)

Not Applicable

#### C.5.1.20 Postal Space

-Not Applicable

## C.5.1.21 Fitness Centers, Health Units and Laboratories

- -Cleaning: Areas such as the fitness centers, health units, and laboratories shall be cleaned in accordance to the standard service requirements.
- -Surfaces: All metal (door frames, handles, and fixture) and glazed surfaces (including partitions), shall be sanitized and made free of smears, finger marks, and streaks.
- -Equipment: All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges. Cleaning shall be performed under and around without moving or lifting items. Shower curtains surfaces shall be cleaned and free of mold and dirt. Locker exterior surfaces shall be free of dust and streaks.

# **C.5.2 Exterior Services**

The contractor shall provide exterior standard services for the work items listed below.

#### C.5.2.0 Performance Standards

The contractor shall provide all resources, labor, tools, equipment, transportation, hauling away, disposal, training, supplies, materials, and oversight to ensure that quality and performance standards are successfully achieved.

#### C.5.2.1 Plate Glass

All exterior glass (to include spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

# C.5.2.3 Canopies

Not Applicable

#### C.5.2.4 Hard Surface Areas

Cleaning: All areas (sidewalks, brick areas, around light poles, hard surfaces, parking lots, surface parking, garages, dock areas, moats, platforms, driveways, ramps, lanes, etc.), shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and state and local regulatory agency requirements.

## C.5.2.5 Ash Receptacles and Trash Containers

Cleaning: All solid waste/trash shall be collected and removed to a location designated by the CO or his/her designee. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled materials. Sand in ash receptacles shall be replenished as necessary. Plastic liners for all trash containers shall not be torn, worn, or contain residue.

# C.5.2.6 Surfaces (Signs, Vending Machines, Tables, etc.)

Cleaning: Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations. Spill residue and clean-up materials used shall be disposed of properly.

#### C.5.2.7 Graffiti Removal

Remove graffiti using normal cleaning methods (e.g., normal graffiti removal cleansers or solvents.) Graffiti that cannot be removed with such methods shall be reported to the CO or his/her designee.

### C.5.2.8 Excrement Removal (Human, Bird and Animal)

Cleaning: All steps, stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center for Disease Control protocols. Knowledge of safety requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The contractor shall fully train all employees designated to perform these services in accordance with Occupational Safety and Health Administration (OSHA) standards and OSHA approved federal, state, and local regulations.

#### C.5.2.9 Policing Outside Areas

- -Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc., shall be cleared of gum, litter, debris, paper, trash, and other discarded materials.
- -Unimproved Grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.
- -Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded materials.

### C.5.3 Snow and Ice Removal

The contractor shall perform snow and ice removal standard services for the snow and ice removal program. Snow and ice removal from entrances, steps, landings, sidewalks, vehicular courts, driveways, plaza areas, roadways, parking areas, handicapped accessibility areas, and approaches are included in the standard service price. This does not include snow and ice removal requiring heavy equipment (ride-on equipment such as front end loaders, backhoes, bobcats, snow plows, etc.)

- -The contractor shall clear snow and ice before the normal building operating hours to prevent slip hazards. Furthermore, the contractor shall clear snow and ice during normal building operating hours and is authorized to divert work to accomplish the task. The contractor shall notify the CO or his/her designee of the diversion immediately. The CO or his/her designee retains the right to determine what type of services and the duration of diverted services for the removal of snow and ice.
- -The GSA Ordering Official may order additional snow and ice removal services outside of normal building operating hours (i.e., weekends, holidays). The task order shall reflect the days and hours required for snow and ice removal.
- -The contractor shall submit a detailed snow removal plan that meets the needs of the GSA. At a minimum, the snow removal plan shall include the following items:
  - -Coordination measures (to ensure appropriate levels of effort for the conditions of the building)
  - -Equipment
  - -Personnel
  - -Snow removal event triggers
  - -Treatment areas requiring de-icing
  - -Approved materials and chemicals
  - -Safety plan
  - -Notification procedures

Chemicals and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be certified by EPA's "Design for the Environment." Products with no comparable substitute shall comply with federal specifications and local codes and be approved by the CO or his/her designee prior to the first inclement weather event. No sodium chloride or calcium chloride salt shall be used due to environmental risk. Less disruptive chemicals such as magnesium chloride, potassium acetate, and potassium chloride are viable alternatives. The contractor shall ensure there is an adequate supply of chemicals and sand on site or readily available to cover unexpected snow and ice occurrences.

#### **C.5.4 Grounds Maintenance**

Not Applicable

# C.5.4.0 Landscape Erosion Management

Not Applicable

#### C.5.4.1 Grounds Maintenance Services

Not Applicable

# C.5.4.2 Composting

Not Applicable

# C.5.4.3 Trees and Shrubs

Not Applicable

## C.5.4.4 Mulching

Not Applicable.

# C.5.4.5 Mowing and Edging

Not Applicable

#### C.5.4.6 Leaf Removal

The contractor shall remove leaves, as necessary, to maintain a neat and clean appearance. Leaves should be composted as appropriate. Throughout the year, the contractor shall remove minor accumulations due to isolated leaf drop and shall check all storm drain openings on the premises and remove any leaves or debris that have accumulated. Care shall be taken to remove leaves in existing mulched areas to maintain a neat and clean appearance without substantial reduction in mulch depth or damage to herbaceous or woody plant material.

# C.5.4.7 Over Seeding, Dethatching and Plugging

Not Applicable

# C.5.4.8 Fertilization

Not Applicable

#### C.5.4.9 Flowerbeds and Plants

Not Applicable.

# C.5.4.10 Plant Replacements

Not Applicable

#### C.5.4.11 Soil and Ground Covers

Not Applicable

### C.5.4.12 Unimproved Grounds

Not Applicable

#### C.5.4.13 Fence Lines

Maintenance: Grass, native grasses, weeds, and other growths at fence lines including Land Ports of Entry, shall be controlled and not exceed 6 inches in height. Any chemical treatment used must be approved by the CO or their designee prior to use. Application of any chemicals must be accomplished by a Licensed Pest Control Operator. Application of chemicals shall be documented in a record log book on the types of pesticides applied and date(s) of application.

#### C.5.4.14 Weeds

Maintenance: All area sidewalks, parking lots, and roadways (excluding unimproved grounds) are to be free of weeds and unwanted growths.

#### C.5.4.15 Irrigation

Not Applicable

#### C.5.4.16 Watering

Not Applicable

# C.5.4.18 Integrated Pest Management Plan (IPM)

The contractor shall utilize the Integrated Pest Management Plan for controlling pests and disease to ensure that the landscapes, trees, and shrubs are free of disease and pest infestation.

# C.6 Above Standard Services

The contractor shall provide interior and exterior above standard services to fulfill the Government's intermittent need for work. These services are in addition to the services specified as a standard service.

The contractor shall not divert workforce to accomplish above standard services.

# C.6.1 Carpet Extraction (Private Areas)

The quality standard for providing above standard service is the same as that described in Section C.5.1.2, "Carpets and Rugs."

# C.6.2 Window Washing

The quality standard for providing above standard service is the same as that described in Section C.5.1.14, "Window Washing."

#### C.6.3 Postal Lock Boxes and Mail Cases

Not Applicable

# C.6.4 Washing Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

The contractor shall wash both sides of the blinds and coverings. Blinds and coverings that are not operating properly shall be reported to the CO or their designee for repair. The contractor shall coordinate this requirement with the CO or his/her designee.

#### C.6.5 Pressure Washing and Steam Cleaning

Cleaning: The contractor shall remove all dirt, debris, residue, gum, grease, and tar from the exterior areas of the building(s) with the approval of the CO or his/her designee. Clean-up shall be done in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the grounds.

#### C.6.6 Tree Thinning

Not Applicable

## C.6.7 Government Furnished Trees and Plants (Planted in Ground or Planters)

Not Applicable

### C.6.8 Snow and Ice Removal in Areas Requiring Heavy Equipment

The contractor shall furnish the necessary heavy equipment and other items needed to clear or haul snow and ice from parking areas, roads, driveways, plaza areas, etc., when an order is issued. Heavy equipment includes ride-on equipment such as front end loaders, backhoes, bobcats, snow plows, etc.

The contractor shall use caution when snow removal is in progress to prevent any damage to the buildings, grounds, vegetation, landscape areas, sidewalks, roads, fire hydrants, shrubs, signs, and other protrusions. The contractor shall be held liable for any damages incurred to Government property during the performance of work. All locally prescribed safety regulations, laws, and practices shall be carefully observed in performance of the work.

#### C.7 Service Calls

The contractor shall provide adequate staff to respond to service calls during building(s) operating hours (see Section J, 'Building Information Sheet') and during the contractor's regular cleaning schedule. Historically, custodial related service calls for this building(s) have been 50 hours per month. The contractor shall detail in its Quality Control Plan (QCP) how it will monitor and respond to service calls.

Service calls shall be monitored and satisfactorily responded to in a timely manner. The contractor shall include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the CO or his/her designee.

The costs of all service calls shall be reimbursed to the contractor if the request is outside the building(s) operating hours and outside the contractor's regular cleaning schedule.

The contractor shall respond to all service call requests (custodial issues, moving, arranging and rearranging furniture within a conference room, special event support, etc.) using building specific service call procedures.

Service calls that the CO or his/her designee determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

#### C.8 Communication Plan

The contractor shall prepare and provide to the CO or their designee a communication plan, detailing how the contractor plans on using technology (two-way digital communication) to communicate with GSA to receive and respond to service calls, emergencies, status of projects, etc. The plan shall be submitted as part of the bid package for the Government's review and approval.

# C.9 Protection and Damage

The contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions and property damage. To the extent that relevant conditions or activities are noted but are not associated with the contractor's scope, the contractor shall promptly report such conditions or activities to the CO or his/her designee, or to security personnel.

The contractor shall protect Government's property, buildings, materials, equipment, supplies, records and data that are within the contractor's control against unauthorized access, loss or damage.

The contractor shall establish a system for on-site work force personnel to report potentially hazardous conditions in the building to the CO or his/her designee or other designated Government representatives, regardless of whether the condition is within the contractor's responsibility.

The contractor and contractor's employees and subcontractors shall comply with the General Services Administration, Rules and Regulations Governing Public Buildings and Grounds (as posted in the building), and shall promptly report violations by employees, or as otherwise observed, to the CO or his/her designee, or security personnel.

# C.10 Solid Waste/Trash/Recycling Management

A solid waste/trash reduction and recycling management program, which is part of providing standard services, includes identifying and properly segregating all recyclable materials, composting materials, and Universal Wastes.

The contractor shall not collect hazardous materials unless specifically contracted to recycle them. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (nickel-cadmium and small, sealed lead acid batteries in electronic equipment, mobile phones, portable computers, and emergency lighting). In addition, electronic equipment such as computers and printers shall not be discarded in the trash containers. The contractor shall notify the CO or his/her designee of any prohibited or unauthorized items observed in the trash receptacles.

#### C.10.1.0 Solid Waste/Trash Audits

A solid waste/trash stream audit is necessary for all buildings. The contractor shall verify with the CO or his/her designee to confirm whether the building has been audited. Buildings that have been audited do not require reauditing. A waste stream audit at the building is required to determine the profile (amount and composition) of the solid waste/trash stream; identify efficient methods for the collection, storage, and transfer of wastes for disposal recycling, and composting; determine the right service level for solid waste/trash collection and removal to minimize waste shipments; and obtain a more accurate picture of GSA's solid waste/trash generation levels in order to comply with Executive Order 13514 solid waste/trash diversion provisions.

#### C.10.1.1 Extent of Work

At the beginning of a base year contract, the contractor shall perform a solid waste/trash audit of the building(s). The contractor shall submit the audit findings to the CO or his/her designee and Solid Waste/Trash Program Manager for review. Based on the findings, the contractor shall partner with the Government to set up a solid waste/trash management program that is cost effective and will maximize the amount of waste diverted to recyclers and away from the landfills and incinerators. The contractor will develop a written report and analysis of the conclusions drawn from this audit, including recommendations for improving the economy and efficiency of waste collection, storage, transfer, and disposal (including recycling and composting). Refer to Section J, Exhibit 10, "PBS Waste Audits." The audit shall be completed and a Report provided to GSA within 60 calendar days of completion of the audit, unless additional time is authorized by the CO or their designee.

The Government may at its discretion perform solid waste/trash audits and share the results with the contractor. Based on these reports, the contractor shall partner with the Government to implement the best practices solid waste/trash audit recommendations.

#### C.10.1.2 Solid Waste/Trash Removal and Disposal

All solid waste/trash collected as a requirement of this contract shall be removed from the premises and transported to a solid waste/trash disposal facility that has been certified by the appropriate state agency responsible for solid waste/trash management or by the Environmental Protection Agency (EPA).

The contractor shall provide solid waste/trash removal and disposal services as described herein.

The contractor shall collect and transport all solid waste/trash and debris to designated locations on the loading dock or other areas (holding areas) for removal from the premises. Holding areas for solid waste/trash accumulation shall be identified by the CO or his/her designee. If trash compactors are used at the building, the contractor shall operate the compactor. The door is interlocked with the compactor and will not operate unless the door is closed. The contractor shall ensure that the appropriate contractor personnel receive training in the safe and proper operation of the compactor.

The contractor shall provide a sufficient number of waste removal containers to accommodate all trash generated between pick-up dates. The CO or his/her designee shall approve all container styles, types, and storage locations prior to placement. The contractor shall be responsible for the delivery, maintenance, repair, cleanliness, labeling, and removal of storage containers and equipment throughout the contract period. The containers must be kept free of holes, pests, grease, oils, and odors, etc. The contractor will report any pest infestation in or around the containers to the CO or his/her designee. All contractor-supplied equipment and materials shall remain the property of the contractor during and subsequent to the contract period of performance.

The overflow of materials from containers and dumpsters shall be picked up from the ground and floor area used to collect and consolidate the materials. The contractor shall remove all hydraulic fluids and oil spillages caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Spill residue and clean-up materials shall be disposed of in accordance with the EPA, and state and local regulatory agency requirements.

The contractor shall perform collection, removal, recycling and related activities in accordance with the strategies agreed upon by the Government and the contractor based on the solid waste/trash audit Final Report (see Section C.10, "Solid Waste/Trash/Recycling Management" for additional details). The contractor is responsible for all costs of trash removal. The contractor shall be responsible for loading containers onto collection vehicles.

# C.10.1.3 Solid Waste/Trash Records and Reports

Reporting requirements are defined in Section C.11, "Environmental Reporting."

# C.10.1.4 Pick-Ups and On-Call

Not Applicable

#### C.10.2.0 Recycling

It is the intent of the Government to keep the maximum amount of materials from the landfills through aggressive recycling. To the extent practicable, both the Government and the contractor shall pursue Government and contractor revenue sharing opportunities.

#### C.10.2.1 Extent of Work

The contractor shall remove all hydraulic fluid and/or oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Sorbent use for cleanup shall contain post consumer recycle content minimum as required. The minimum depends on the type of sorbent used: see the EPA/CGP website for details. Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory requirements.

Unless specifically contracted to recycle items or material identified by the EPA and state and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, the Contractor shall not collect these items. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries. Electronic equipment, such as computers shall not be discarded in the recycle bins. The contractor shall notify the CO or his/her designee of any prohibited or unauthorized items observed in the trash or recycling receptacles.

The contractor shall furnish all necessary labor and supervision to provide recycling services as described herein. All recyclable materials shall be collected for removal from the premises. Overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

Arrange for the removal of recyclables from the premises. Be responsible for all fees, if any, associated with recycling.

Remove all recyclable materials to a storage area designated by the CO or his/her designee. Recyclable materials may be found in

Central recycling bins and containers (located in common areas such as hallways, break rooms,
conference rooms, snack bars, cafeteria and/or restrooms, etc.)
Desk side recycling bins and containers.
⊠ Both.

- -Place recyclable materials in containers, dumpsters, or compactors provided by recycler. The contractor shall monitor the containers, dumpsters, and compactors to prevent littering in the holding area. No trash shall accumulate in the holding area.
- -Bale corrugated materials, if a baler is available.
- -Ensure that all custodial staff involved in the recycling program fully understands the recycling procedures and requirements.
- -Coordinate additional pickups within 24 hours of notification by the CO or their designee.
- -Retain any proceeds that result from the sale of recyclable materials covered by this contract. Verification of the amount of proceeds received from the sale of recycled materials shall be furnished to the CO or his/her designee upon request (see Section C.10.2.7,"Recycling Proceeds" for additional details).
- -To the extent practicable, pursue both Government and contractor revenue sharing opportunities.
- -Comply with reporting requirements specified herein in Section C. 11, "Environmental Reporting."

#### C.10.2.2 Recyclable Materials Disposition

The contractor shall ensure that all recyclable materials are recycled and not placed in landfills and incinerators. The CO or his/her designee may direct the contractor to participate in joint efforts with state, city, and local governments regarding recycling.

#### C.10.2.3 Recyclables

- Collection and Pickups: The contractor shall ensure that recyclables are collected and placed in the designated holding areas on a schedule that will maximize the quantity of materials removed from the premises as scheduled. Additional collections of recyclable materials may be required on an irregular basis and will be coordinated with the CO or his/her designee.

#### C.10.2.4 Pick-Ups and On-Call

Additional or special pickups of recyclables may be required on an irregular basis. Pickups shall be accomplished within 24 hours of notification by the CO or his/her designee. Payment for these pickups shall be based on a price per pickup.

#### C.10.2.5 Recycling Containers

-Individual Desk Side and Central Collection Containers: The Government shall provide the collection containers.

- Central Collection Containers: Container(s) shall be placed in the areas designated by the CO or his/her designee, where trash is collected. Government approved container(s) shall be placed on each floor to receive the collection of recyclable materials. Full containers with recyclables are to be transported by the contractor to the dock or designated area for pickup by the recycling contractor.
- -Recycling Collection Containers: The Government shall provide the necessary Government approved collection containers/bins and other equipment for use throughout the building for the collection of recyclable materials. These are the mobile type containers/bins and other equipment that the contractor shall use to collect recyclables from desk side and/or central recycling containers. These containers shall be in sufficient quantities for the collection of recyclable material prior to removal to the designated holding area.
- -Storage Containers: The Contractor shall provide the necessary storage containers and other equipment, such as compactors, dumpsters, etc., for use in designated holding areas. Containers shall be in sufficient quantities for the collection and storage of the recyclable materials in the holding area prior to removal from the premises by the recycling contractor.
- -Containers and Equipment Responsibility: The contractor shall be responsible for the removal of recyclables from the collection containers and moving them to the holding area throughout the contract period. The containers, excluding those used to collect paper, shall be labeled, lined and free of residue and any plastic liners shall not be torn, worn or contain residue. Containers shall be kept free from holes, vermin, or foreign matter that might cause injury or stain clothing or furniture, and the containers must not emit unpleasant odors. If any container emits an unpleasant odor, as identified by the CO or his/her designee, it shall be immediately corrected by the contractor at their expense. Recyclable materials shall not be handled, stored or transported in any manner that causes safety or health hazards.

All Government supplied equipment and materials shall remain the property of the Government. The contractor shall be accountable for all recycling equipment and containers belonging to the recycling contractor and shall use them only for the intended purpose.

# C.10.2.6 Restriction on Use

Recyclable paper purchased under this contract shall be used or sold as recyclable paper only; i.e., for processing at a pulp mill to be made into new paper products. The contractor shall not use, allow access to, or offer for resale any papers, documents, or file record materials for the information contained therein.

### C.10.2.7 Recycling Proceeds

The contractor shall use the proceeds received from the sale of recycling material(s) to lower the cost of trash removal or recycling at the location. In the instance of subcontracted work, funds received by the subcontractor will be remitted back to the contractor for return to the Government. If proceeds are not used to reduce the cost of trash or recycling, the CO or his/her designee will provide guidance for depositing of these funds.

# C.10.2.8 Recycling Records and Reports

Reporting requirements are defined in Section C.11, "Environmental Reporting."

# C.11 Environmental-Reporting

The contractor shall provide all necessary information required in this Section to comply with environmental and green purchasing reporting requirements, and agency sustainability goals in this specification. The contractor shall submit to the CO or his/her designee the following reports.

## C.11.0 Recycling and Waste Reports

- -Monthly Recycling Report: The contractor shall submit a monthly Recycling Report (see Section J, Exhibit 8) listing the types, weights, and costs or revenues. Include in the report are single stream recycling, commingled recycling, and composting. Reports shall be submitted by the 15<sup>th</sup> of each month and upon request by the CO or his/her designee.
- -Waste Hauling Reports: The contractor shall submit a monthly Waste Hauling Report (see Section J, Exhibit 8) showing the weight of trash hauled and the associated trash hauling costs. The report shall be submitted by the 15<sup>th</sup> of each month and upon request by the CO or his/her designee.

## C.11.1 Report Calculations

The recycling and waste hauling reports above shall contain sufficient data to calculate waste diversion and waste removal costs. When actual weights are not known, the Contractor shall use EPA's Standard Volume-to-Weight Conversion Factors. Deductions shall be made and reported for volumes that are not filled to capacity (i.e., half full, 3/4 full, etc.) and conversions adjusted accordingly.

# C.11.2 Green Purchase Reports

The Contractor shall submit information on green purchasing practices specific to the performance of this contract. Records showing the monthly cost of green cleaning products and materials purchased shall be provided to the USDA and the CO or their designee by the Contractor so that this report can be submitted by the CO or their designee as required by the Resource Conservation and Recovery Act (RCRA), USDA, and EO 13514. Reportable information and formats are provided in Section J, Exhibits 6 and 7 for the following:

-Bio-based: The contractor shall provide a list of USDA-designated bio-based products purchased October 1-September 30, during the previous fiscal year. Information will include the types and dollars spent on these products. The contractor shall submit the report in accordance with Federal Acquisition Regulation (FAR) Clause 52.223-2 no later than October 31 of each year during and at the end of contract performance. The reports shall be submitted to the USDA designated location and a copy to the following e-mail address PBSbiobasedreporting@gsa.gov.

-Non bio-based: The contractor shall submit a report of all non-bio-based products to include: Green Seal, DfE, CPG, and Environmental Choice (low VOC, Non-Ozone Depleting), as well as non-green (Hazardous/Toxic) products to the CO or his/her designee no later than October 31 of each year during and at the end of contract performance. Report shall include the cost of cleaning products and materials purchased under this contract.

# **C.11.3 Integrated Pest Management Report**

The contractor shall provide to the CO or his/her designee with a list of chemicals and their purchase prices that are used to control pests in the building.

# C.11.4 Supporting Documentation

The contractor shall maintain documentation to support all the above reported activities. Information may include receipts or other records related to pick-up dates, weights, and associated fee schedules. Records and receipts obtained shall be made available to the CO or his/her designee upon request.

# **C.11.5 Reporting Formats**

Reports prepared by the contractor shall be submitted to the Government electronically, using the forms in Section J, Exhibits 6 through 8. Where possible, the contractor shall submit reports in electronic form. The contractor's reports shall be printed double-sided on paper containing a minimum of 30 percent post consumer recycled content.

# **C.12** Integrated Pest Management

The Integrated Pest Management (IPM) Plan is a part of the standard services provided by GSA, which consists of a preventive maintenance process. The plan coordinates many different programs to reduce sources of pests on a long-term basis for both the interior and exterior areas of a building. The Pest Control requirement is specified in 7 U.S.C. 136r-1, 7 USC § 136r-1 - Integrated Pest Management | LII / Legal Information Institute | The contractor shall have a plan that employs practices and techniques, as they relate to cleaning, trash, and materials handling, that reduce the sources of food and water, harborage, and access routes used by pests in and around the building.

#### C.12.0 Preventive Pest Maintenance

The contractor shall implement a preventive maintenance program that identifies and corrects conditions that contribute to pest infestation. Some of the most effective **EXAMPLES** include but are not limited to:

- -Self-contained compactors rather than dumpsters or stationary dumpsters for storing solid waste/trash awaiting pickup, wherever possible.
- -Pressure washing of trash rooms, loading docks, and food preparation facilities. The contractor shall ensure that run-off into drains and sewers is minimized when using pressure washing devices.
- -Food preparation and storage areas remain clean.
- -Dedicated, tightly covered receptacles for food waste in indoor areas with chronic pest problems.
- -Replacement of dense ground cover in landscapes with chronic rodent problems.
- -Employ techniques that may include, but are not limited to, keeping containers closed, removal of debris, etc.

#### C.12.1 Initial Pest Assessment

A certified pesticide applicator or licensed IPM contractor shall conduct a thorough, initial assessment of the interior space and/or exterior grounds and paved areas. Access to building space shall be coordinated with the CO or his/her designee. The CO or his/her designee must inform the contractor of any restrictions or areas requiring special scheduling. The purpose of the initial assessment is for the contractor to identify areas or practices that may contribute to pest infestation.

A written report detailing the findings of the initial assessment shall be submitted to the CO or his/her designee within fifteen (15) calendar days of the start of the contract. Throughout the life of this contract, the contractor shall be responsible for notifying the CO or their designee in writing about any sanitary or procedural modifications deemed necessary to eliminate pest infestation.

#### C.12.2 Recommendations for Pest Management and Control

Application of chemical and non-chemical pesticides and trapping methods to address current pest infestations (pest populations) is not a part of this base contract. As required above, the contractor shall submit an assessment of practices that may contribute to pest infestations (pest populations). The report shall also include recommendations for getting rid of current pest infestations. Eradication methods recommended shall include non-pesticide practices where possible (vacuum or trapping methods). Each control recommendation shall include a price which the contractor would charge separately from this contract. Prices shall reflect service from personnel qualified to apply chemical and non-chemical pesticides. In the event that pesticide application or trapping methods are required on a regular basis, this contract may be modified to include those services. The GSA may choose to obtain these services from a separate vendor.

#### C.12.4 Pests Included and Excluded

The contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded in this exhibit. This includes populations of these pests that are located outside of the specified facilities, but within the property boundaries of the facilities.

The following pests are excluded from this contract:

- -Birds
- -mosquitoes
- -Snakes
- -Vertebrates that are not commensal rodents
- -Bats
- -Termites
- -Other wood-destroying organisms
- -Bed Bugs

# C.12.5 Initial Pest Assessment

A certified pesticide applicator or licensed IPM contractor shall conduct a thorough, initial assessment of the interior space and/or exterior grounds and paved areas. Access to building space shall be coordinated with the CO or his/her designee. The CO or his/her designee must inform the contractor of any restrictions or areas requiring special scheduling. The purpose of the initial assessment is for the contractor to identify areas or practices that may contribute to pest infestation.

A written report detailing the findings of the initial assessment shall be submitted to the CO or his/her designee within 30 calendar days of the start of the contract. Throughout the life of this contract, the contractor shall be responsible for notifying the CO or his/her designee in writing about any sanitary, structural, or procedural modifications deemed necessary to eliminate pest infestation.

# C.12.6 Pest Control Plan

Prior to initiation of services, the contractor shall submit to the CO or his/her designee for approval a written Pest Control Plan within 30 calendar days following the initial assessment. The plan should include integrated methods, routine site inspections and maintenance, routine pest inspections, pest populations monitoring, evaluation of the need for pest control and one or more pest control methods. The plan shall also include a specification of the circumstances under which an emergency application of pesticides can be applied and a communications strategy directed to building occupants. The Pest Control Plan shall consist of the following parts:

- -Proposed Materials and Equipment for Service including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used. A list of the brand names of trapping devices, pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service. The use of green and sustainable methods and applications is preferred whenever possible. A list of chemicals used and the purchase price for these chemicals.
- -Proposed Methods for Monitoring and Detection including describing those methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels throughout the term of this contract.
- -An inspection schedule for each building or site. Frequency of contract visits shall depend on the specific pest control needs of each premise. Large office facilities or specified office areas within such facilities with a history of pest infestations will be visited more frequently.
- -A description of any structural or operational changes that would facilitate the pest control effort.

-A copy of the Commercial Pesticide Applicator Certificate or license for every contractor representative who will be performing on-site service.

# C.12.7 Pesticide Application

The contractor shall not apply any chemical or non-chemical pesticide products that have not been included in the Pest Control Plan or approved in writing by the CO or his/her designee. The contractor shall provide to the CO or his/her designee with a list of chemicals and purchased price as specified in Section C.11, "Environmental Reporting." If the CO or his/her designee has concerns or questions regarding chemicals being used, the CO or his/her designee should contact the Integrated Pest Management Coordinator in GSA's National Capital Region. The contractor shall employ the least hazardous materials, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Pesticides used by the contractor must be registered with the U.S. Environmental Protection Agency, state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations. All chemicals shall be in the original manufacturer's containers and properly labeled.

Chemical pesticides shall not be applied in any Child Care Center without prior coordination and consent of the Child Care Director. Posting and notifying the Child Care Director must be initiated at least 24-48 hours in advance of using any chemical pesticides. Only qualified, trained, and certified personnel or licensed Contractors shall apply any chemicals. Uncertified individuals working under the supervision of a certified pest applicator or licensed Contractor shall not be permitted to provide service under the terms of this contract. Chemicals shall be applied with extreme care to avoid hazard to any person or animal in the immediate or adjacent areas, or property damage.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. In no case shall extremely toxic materials be permitted. The contractor shall not store any pesticide products on Government property. Any emergency applications of chemical pesticides must be approved by the CO or his/her designee prior to application.

#### C.12.8 Structural and Procedural Recommendations

Structural modifications for pest control will be the responsibility of the Government. However, throughout the life of this contract, the contractor shall be responsible for notifying the CO or his/her designee in writing about concerns with any structural, sanitary, or procedural modifications deemed necessary to eliminate food and water sources, harborage, or access routes that would allow building infestation by pests in and around the building.

#### C.12.9 Record Keeping

The contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records will help with monitoring pest locations and actions taken to prevent or mitigate further infestations. The log shall include pesticide information on whether chemical and non-chemical methods were used to control pests. Where chemicals are applied the log shall specify the type, quantity, price, and circumstances for using pesticide(s). These records shall be kept on Government property and maintained by the contractor. Each log book or file shall contain at least the following items:

-A copy of the Pesticide Control Plan. The plan shall provide labels and MSDS for all chemical pesticides used and purchase price, brand names of all pest control devices and equipment used, and the Contractor's service schedule for the inspection and/or treatment of the building. Reporting requirements for the plan are defined in Section C.11, "Environmental Reporting."

-Completed copies of GSA Form 3638, Pest Control Work and Inspection Report, or an equivalent form such as another Contractor service report forms that is approved by the CO or his/her designee. The report form shall

be used to advise the contractor of routine service requests and to document the performance of all work. The contractor shall also document on the GSA Form 3638 or equivalent all information on pesticide application that is required by statute in the jurisdiction where service is actually performed. Upon completion of a service visit to a building, the contractor's representative performing the service shall complete, sign, and date the GSA Form 3638 or equivalent form.

# C.12.10 Manner and Time to Conduct Service

Routine pest control services that do not adversely affect tenant health or productivity shall be performed during the tenants' normal working hours. The contractor shall notify the CO or his/her designee, and the CO or his/her designee shall provide notice to occupants at least 72 hours before application of any pesticides during normal conditions and within 24 hours in emergency situations. An emergency is an exceptional circumstance that poses a clear (or at least perceived) health and safety risk or where operations are severely disrupted. Examples of the first involve some outdoor animal (e.g., bird, snake, bat, or squirrel) that has gotten into indoor space and cannot get out, or a nest of bees or wasps are discovered on the grounds. An example of the second would be a swarm of winged termites or ants emerging into occupied space, which might be completely harmless, but nevertheless are alarming to the occupants. When it is necessary to perform any work outside of the tenant's normal working hours, the contractor shall notify the CO or his/her designee at least one day in advance.

#### C.12.11 Insect Control

The contractor shall provide the CO or his/her designee with signs, placards, literature, or other information so that the CO or his/her designee can inform building occupants of the nature of the pest application. The information will include at a minimum a brief explanation regarding the reason for the pest application, the safety of the products being used and contact information should the building occupants have questions.

Non-pesticide Products and Use: The contractor shall use non-pesticide methods of control wherever possible. For example:

- -Portable vacuums with HEPA or MICRO filtration
- -Trapping devices
- -Chemical Pesticide Products and Use: When it is determined that chemical pesticides must be used in order to obtain adequate control, the contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The contractor shall minimize the use of liquid pesticide applications wherever possible, for example:
- -Bait stations and other types of bait formulations rather than sprays.
- -As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatment.
- -Application of pesticide liquids, aerosols, or dust to exposed surfaces and pesticide space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical.

The contractor shall obtain the approval of the CO or his/her designee prior to any application of pesticide liquids, aerosols, or dust to exposed surfaces, or any space spray treatments. Other than crack and crevice treatments, no liquid, aerosol, or dust applications shall be made while tenant personnel are present.

# C.12.12 Rodent Control

-Indoor Trapping: Generally, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Traps shall be checked on a schedule approved by the CO or his/her designee. The contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

- Use of Rodenticides: In extreme cases, when rodenticides are deemed essential for adequate rodent control inside buildings, the contractor shall obtain approval from the CO or his/her designee prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- -Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The contractor shall adhere to the following points:
  - -All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
  - -The lids of all bait boxes shall be securely locked or fastened shut.
  - -All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
  - -Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
  - -All bait boxes shall be labeled on the inside with the contractor's business name and address and dated by the contractor's technician at the time of installation and each servicing.

## C.12.13 Safety and Health

All work shall comply with the applicable requirements of 29 CFR §1910 and state and municipal safety and health requirements <a href="http://www.access.gpo.gov/nara/cfr/waisidx\_06/29cfr1910a\_06.html">http://www.access.gpo.gov/nara/cfr/waisidx\_06/29cfr1910a\_06.html</a>, Where there is a conflict between applicable regulations, the most stringent shall apply.

#### C.13 Child Care Center

Not Applicable

#### C.13.0 PRODUCTS

Not Applicable

#### C.13.1 Standards

Not Applicable

#### C.13.2 Guidance

Not Applicable

## C.13.3 Safety

Not Applicable.

# **C.13.4 Cleaning Requirements**

Not Applicable

# C.14 Quality Control Plan (QCP)

The contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the requirements of the contract are met. The QCP is a written document that specifies a system for determining whether or not cleaning service requirements are being met and identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP also identifies opportunities where the contractor can make improvements in how services are provided.

The QCP is a living document and may be subject to change depending on the needs of this contract. When this contract is revised, the contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO or his/her designee for acceptance (see Section C.18, "Contractor Submittals/Deliverables Chart") to find the time frame to submit the QCP. The QCP shall include the following, at a minimum:

- -How the contractor will control quality and quantity of supplies and services.
- -Define the roles and responsibilities of the contractor's operating personnel.
- -How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and Section C.3, "Green Cleaning" of this contract will be accomplished.
- -An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the contract and shall include, but is not limited to:
  - -Date of inspection performed
  - -Location of inspection
  - -Description of findings
  - -Description of action(s) taken (if necessary)
  - -Signature and date of completion
- -A written training program to ensure that the contractor's employees are capable of successfully accomplishing all work task(s) under this contract.
- -A Strike Contingency Plan for separation of employees and employee absences.
- -How the contractor shall monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
- -How the contractor shall measure and document performance against the scope of work.
- -Service calls and how they shall be monitored and responded to in a timely manner as required in Section C.7, "Service Calls" in the specification.
- -A Communication Plan for the contractor to communicate with GSA to receive and respond to service calls and customer complaints, as required in Section C.8, "Communication Plan" in the specification.
- -Contractor incentives.
- -How the contractor will utilize the Government's approved tenant survey results to improve the delivery of custodial and related services.

# C.15 Cleaning Schedules

The cleaning schedule is considered the contractor's efficient approach to the work, and shall not limit the contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the contractor. Cleaning schedules and any revisions are to be

submitted to the CO or his/her designee. The contractor's cleaning schedule shall, as a minimum, include the following frequency:

- -Daily cleaning
- -Periodic cleaning
- -Weekly cleaning
- -Monthly cleaning
- -Other frequencies

# **C.16 Communication Requirements**

- -Tenant Meetings: The contractor shall attend all tenant meetings. The meetings will be on the agenda to communicate program specific information, improvements, or work that will impact the tenants.
- -Quality Control Meetings: The contractor shall attend all meetings, which will be held between the contractor and the CO or his/her designee. The purpose of these meetings will be to discuss the contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. The frequency of these meetings may be increased or decreased depending upon performance as determined by the CO or his/her designee.
- -Partnering Meeting: The contractor shall attend at least one partnering session with GSA after the Post-Award conference. Other sessions may take place during the course of this contract at the option of either GSA or the contractor. The concept of "partnering" is working together towards a common interest or goal. Both parties will revisit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed upon time and location.
- -Joint Service Inspections: The contractor shall accommodate all requests by the Government to participate in the Contractor's inspection of work performed by contractor personnel. Scheduling for these joint inspections shall be coordinated through the CO or his/her designee. This inspection shall be used with other measures of performance in discussions regarding contractor performance during the Quality Control Meetings.

### **C.17** Federal Requirements

The contractor shall comply with all applicable governance documents, including, but not limited to federal, state and local laws, regulations, and codes: including any supplements or revisions as specified in the table below. The contractor is responsible for obtaining access to all referenced documents at their own expense. The contractor shall obtain all applicable licenses, training, and permits. If a change in law and/or regulation requires the contractor to implement an action that will result in an increase or decrease in contract price, the contractor shall implement the required action and within 30 calendar days submit to the CO a price proposal for such change. If the CO determines an equitable adjustment is substantiated, a modification to the contract shall be issued.

<b>PUBLICATION</b>	TITLE	<u>PORTION</u>
EPACT 05	Title I Energy Efficiency	All applicable
	Title IX Research and	sections of
	Development	these Titles
	http://www1.eere.energy.gov/fem	
	p/regulations/epact2005.html	

PUBLICATION	<u>TITLE</u>	PORTION
EISA 07	Title III Energy Savings Through Improved Standards for Appliances and Lighting. Title IV Energy Saving and Buildings Industry. Title V Energy Savings in Government and Public Institutions. Federal Energy Management Program: Energy Independence & Security Act	All applicable sections of these Titles
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and all implementing guidance documents. <a href="http://edocket.access.gpo.gov/2007/pdf/07-374.pdf">http://edocket.access.gpo.gov/2007/pdf/07-374.pdf</a>	ALL
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance <a href="http://edocket.access.gpo.gov/200">http://edocket.access.gpo.gov/200</a> <a href="mailto:9/pdf/E9-24518.pdf">9/pdf/E9-24518.pdf</a>	ALL
FAR	Federal Acquisition Regulation	All applicable sections and clauses
FAR Clause 52.223-2	https://www.acquisition.gov/far/current/html/52_223_226.html	Clauses 1 and 2
29 CFR §1910	OSHA General Industry Standards (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html),	ALL
40 CFR	Protection of the Environment http://ecfr.gpoaccess.gov/cgi/t/tex t/text- idx?sid=cb067c6143d1efa48ac4d 1222120a7b6&c=ecfr&tpl=/ecfrbr owse/Title40/40tab 02.tpl	All applicable sections of Chapter 1
41 CFR § 102-74, Subpart C FMR	Facility Management  http://www.access.gpo.gov/nara/c  fr/waisidx_06/41cfr102-  74_06.html	ALL

PUBLICATION	TITLE	PORTION
ANSI-IWCA.I-14.1	http://webstore.ansi.org/FindStandards.aspx?SearchString=ansi&SearchOption=1&PageNum=0&source=google&adgroup=ansi&keyword=ANSI%2F&gclid=CJnM65r-rqQCFUNM5QodRnhXyw	ALL
ANSI/ASEE A-1264.2- 2006	www.ANSI.org	ALL
ANSI Z245.1	Mobile Refuse Collection and Compactor Equipment Safety Requirements <a href="http://webstore.ansi.org/ansidocst-ore/product.asp?sku=ANSI+Z245.">http://webstore.ansi.org/ansidocst-ore/product.asp?sku=ANSI+Z245.</a> 1-2007	ALL
ASTME 1971-05	http://www.astm.org/Standards/E 1971.htm	ALL
GSA Green Purchase Plan	http://insite.gsa.gov/portal/content/520186	ALL
Guiding Principles for Sustainable Existing Buildings	http://www.wbdg.org/references/fhpsb_existing.php	Section 3-5
Bio-based Products Certification and Purchase Clauses	http://www.dm.usda.gov/procure ment/programs/biobased/biobase ditems.htm	ALL
Comprehensive Procurement Guidelines (CPG)	http://www.epa.gov/cpg/about.htm	ALL
Green Seal Certification	http://www.greenseal.org/	ALL
Design for the Environment labeling	http://www.epa.gov/dfe/	ALL
Green Products Compilation Database	http://sftool.gov/GreenProcurement/.	ALL
Property Managers Child Care Desk Guide	http://pbsportal.pbs.gsa.gov:7777/portal/page?_pageid=739,357643 &_dad=portal&_schema=PORTA_L	ALL
LEED- EB credits	https://www.usgbc.org/ShowFile.aspx?DocumentID=3617	ALL
PBS P 5800.36A	GSA Property Management Business Practice Handbook http://insite.gsa.gov/portal/content /522198	ALL

The contractor shall give preference to environmentally sustainable supplies and products. For the purpose of this specification, environmentally sustainable shall include, but not be limited to:

<sup>-</sup>EPA's Environmentally Preferable Purchasing List.

- -Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs). Items such as seat covers and towels shall contain 40 100% recovered fiber with 40 60% from post consumer fiber and toilet tissue shall contain 20 100% recovered fiber, with 20 60% from post consumer fiber). Trash bags, mulch and hoses are specified on the CPG list.
- -Concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging and are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens or teratogens; contain no ozone-depleting substances; and are bio-based and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and, respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances.
- -Green Seal Certified and/or EPA's "Design for the Environment" label.
- -United States Department of Agriculture (USDA) bio-based designation.
- -Floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium.

The contractor shall furnish to the CO or his/her designee all Material Safety Data Sheets (MSDS); see Section C.18, "Contractor Submittals/Deliverables Chart," for any materials used in the performance of this contract. All new products used during the life of the contract must have MSDS provided to the CO or his/her designee prior to bringing and/or using these products on site. The contractor shall use only commercially available products that meet federal, state, and local codes. These requirements shall include those identified in Executive Order 13423.

The contractor shall maintain the MSDS in a location accessible to all employees (in accordance with 29 CFR §1910.1200) and shall advise the CO or his/her designee of its location. The MSDS shall be available for inspection by the CO or his/her designee on request. The contractor shall take every precaution to ensure that environmentally sustainable products are used. Information can be obtained from federal, state, and local agencies concerning safe chemical cleaning materials. An inventory list of products to be used under this contract shall be provided to the CO or their designee. This list shall be updated, with a copy provided to the CO or his/her designee, throughout the term of the contract. The CO or his/her designee shall contact the contractor immediately if any item is deemed inappropriate for use under this contract.

# **C.18** Contractor Submittals/Deliverables Chart

# PRIOR TO THE START OF WORK

ITEM	SUBMIT DATE	RECE	IVED
Section C		YES	NO
Green Cleaning Plan	5 days		
Cleaning Schedules	5 days		
-Floor Maintenance			
-Window Cleaning			
-Blind Dusting			
-Work Plan			
Child Care Health Certification	5 days		
Initial Deficiency List (IDL) for Irrigation	5 days		
System			
Quality Control Plan	15 days		
Material Safety Data Sheets (MSDS) with	5 days		
Inventory List of Products			
Hazardous Materials Inventory	5 days		
Inventory List of Products (non-hazardous)	5 days		
Communication Plan	15 days		
Section H			
List of on-site Supervisors/ Representative	5 days		
with Phone Numbers			
Strike Contingency Plan	5 days		
Security Clearances/Forms	15 days		_

# AFTER THE START OF WORK

ITEM	SUBMIT DATE	RECE	IVED
Section C		YES	NO
List of Environmentally Sustainable	5 days		
Products and Equipment			
Window Washing Safety Plan	10 days		
Snow and Ice Removal Plan with List of	10 days		
Chemical Products			
Tree Survey/Remediation Plan-Price List	30 days then Annually		
Above Standard Services-Price List	30 days		
Soil Sample	10 days		
Erosion and Sediment Control Plan (if	30 days		
required)			
Solid Waste/Trash Audit Report	60 days after Notice of		
	Award Letter		
Solid Waste/Trash Monthly Report	Monthly and As Required		
Recycling Monthly Report	Monthly and As Required		
Green Purchase Reports			
-Bio-based as Required by USDA (see	Annually by 31 October		
Exhibit 6)			

-Non Bio-based (see Exhibit 7)	Annually by 31 October	
Recycle Content Certification	Contract completion	
Integrated Pest Management Plan	30 days after Assessment	
Initial Pest Assessment	30 days	
Pesticide Control Plan	15 days after Assessment or	
	as required by the CO	
Periodic IPM Inspection	Quarterly	
Section H		
Written Notice of Designation of	5 days	
Contractor's Representative		
Contractor Pandemic Plan	30 days	
Recycled Content Product Certification	Prior to Nov. 1 of each year	
Green Cleaning Training	5 days after completion of training	
Request for Sensitive But Unclassified (SBU) information (Section H.10.8)	As required by the CO	
Asbestos Training Certification	5 days after completion of training or as required by CO	
Exposure Control Program	30 days	
Asbestos Awareness Certification	5 days after completion	
	training	

# D. PACKAGING AND MARKING

# 1. Payment of postage & fees.

All postage and fees incurred to submit information including but not limited to, forms, reports, etc., to the Contracting Officer's Representative, shall be the contractor's responsibility.

# 2. Marking.

All information submitted to the Contracting Officer or Contracting Officer's Representative shall clearly indicate the <u>contract number</u> (**GS-02P-14-PV-D-0007**). All invoices and correspondence submitted to the GSA Finance Office shall clearly indicate the ADN number (The ADN Number will be determined at the time of contract award).

# **E. INSPECTION AND ACCEPTANCE**

#### E.1 THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

## Contracting Officer

The Contracting Officer (CO) has the overall responsibility for the administration of the contract. The Contracting Officer, alone, without delegation, is authorized to: take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from the contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative(s).

# b. Contracting Officer's Representative

The Contracting Officer's Representative (COR) assists the CO in the administration of the contract and supports him/her in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the contract work.

The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; advising the contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the CO of any factors which may cause delay in performance of the work.

THIS DELEGATION DOES NOT AUTHORIZE THE MODIFICATION OF ANY OF THE CONTRACT PROVISIONS, TERMS, OR CONDITIONS. ALL AUTHORITIES NOT DELEGATED ARE RESERVED TO THE CONTRACTING OFFICER. THE CONTRACTOR SHALL MAKE AVAILABLE SUCH RECORDS, REPORTS, AND FACILITIES AS MAY BE REQUIRED TO CARRY OUT THE COR'S ASSIGNMENT.

The following individuals are designated as Contracting Officer's Representatives (COR) for this contract:

# [TO BE DESIGNATED BY SEPARATE LETTER AFTER CONTRACT AWARD]

# c. Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR) is a subordinate of the Contracting Officer's Representative and is responsible for the day-to-day inspection and monitoring of the contractor's work. The responsibilities of the COTR include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected in a timely fashion; recommending deductions from contract payment for nonperformance or unsatisfactory performance, conferring with representatives of the contractor regarding any problems encountered in the performance of the work; and generally assisting the COR in carrying out his/her responsibilities.

The following individuals are designated as Contracting Officer's Technical Representatives (COR) for this contract:

# [TO BE DESIGNATED BY SEPARATE LETTER AFTER TASK ORDER AWARD]

#### **E.2 CONTRACTOR'S RESPONSIBILITY**

- A. The contractor is responsible for the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements. The results of inspections conducted shall be documented in inspection report format and made available to the Government upon request. The contractor shall be responsible to follow up on all deficiencies in the inspection reports. All inspection reports to the Government shall warrant the results as presented, that it shall be true and accurate.
- B. The contractor's work shall conform to all laws, regulations, and ordinances applicable to the performance of this contract. The contractor shall, without additional expense to the Government, obtain all licenses and permits required in the performance of contract work.
- C. In the performance of the contract, the contractor shall comply with all federal, state, local, and industry safety and health standards and regulations. Where there is a conflict in a requirement, the most stringent will apply.
- D. Quality Control Plan (QCP): The contractor shall establish and implement a complete Quality Control Plan (QCP) to assure the requirements of the Contract are met. The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

The purpose of the QCP is for the Contractor's management team to inspect (on a regular basis) the work of their own employees, as well as their subcontractors, and to identify and correct any deficiencies (unsatisfactory work, work not accomplished) before Government inspectors point out these deficiencies.

The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised, the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and COR for acceptance.

# E.3. FAR 52.246-4 Inspection of Services-Fixed Price (AUG 1996)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) Terminate the contract for default.

(End of clause)

# E.4. Unsatisfactory performance/non-performance:

If any of the services provided by the contractor do not conform to the contract requirements, due to either unsatisfactory performance or non-performance, the Government will advise the contractor of the deficiencies in work and, whenever possible, will give the contractor a second opportunity to perform the work. If, after this second opportunity is given, the deficiencies are still not corrected within a reasonable amount of time, the Government will take a deduction from the monthly payment, in accordance with the "Deduction" clauses in Section G of the contract.

If the deficiencies cannot be corrected by re-performance, the Government will take an immediate deduction from the monthly payment, in accordance with the "Deduction" clauses in Section G of the contract. (See paragraph below regarding re-inspection costs.)

#### E.5 RE-INSPECTION OF SERVICES:

"Re-inspection costs" are costs incurred by the Government directly related to the re-inspection of services due to the contractor's unsatisfactory performance or nonperformance of contract requirements.

If any of the services provided by the contractor do not conform to the contract requirements, the Government may require the contractor to re-perform those services. If this occurs, the Government will notify the contractor of the deficiencies and the revised completion date and a re-inspection will be performed by the Government. The initial inspection of services is necessary to assess contract performance. The first re-inspection of services will be performed at no additional cost to the contractor. However, if a second (or any subsequent) re-inspection of services is necessary due to the contractor's unsatisfactory performance or nonperformance of contract requirements, the costs incurred by the Government directly related to the re-inspection of services will be charged to the contractor. Re-inspection costs typically include travel and labor (overtime paid or the cost of diverting labor from normal duties). A minimum charge of 1 hour will be assessed for the second and subsequent re-inspections required by the Government.

If re-inspection of services, by GSA is necessary, because the contractor fails to perform required custodial and related services satisfactorily, or otherwise provide services that are not acceptable to the GSA re-inspection fee will be assessed.

# **E6.** Occupant Complaint Program:

The Government will institute an Occupant Complaint Program to gauge tenant satisfaction with the custodial and related services performed by the contractor. Federal tenants will be considered agents of the Contracting Officer with regards to monitoring the work and reporting on the quality of the contractor's performance. The Occupant Complaint Program will consist of several components:

- Service Call Log. The Government will use the contractor's Service Call Log (see Section C, paragraph C.7,
  'Service Calls'), to contact building tenants to determine how well and how quickly the contractor responded
  to their requests.
- 2. <u>Occupant Complaint Log.</u> The Government may establish a separate log to record any tenant complaints related to the contractor's performance.
- 3. <u>Formal surveys.</u> Generally each year, the Government will conduct a formal survey to ascertain the building tenants' level of satisfaction with the janitorial and other building services. The Government will share the results of tenant surveys with the contractor.
- 4. <u>Informal surveys.</u> GSA staff will make periodic walk-troughs of the building to speak with tenant-agency personnel on an informal basis about the quality of the contractor's performance.

The Government will share such tenant feedback with the contractor. Tenant comments will be considered in evaluating the contractor's performance, in taking deductions (if necessary), and in determining whether or not to renew the contract.

(See also Section J, Exhibits 2 through 4, concerning quality assurance.)

#### **E.7 FAILURE TO PERFORM**

In the event work is performed unsatisfactorily, the contractor may be requested to correct the deficiencies. If the work remains deficient, the COR may have the work accomplished by other means and deduct the cost, including administrative costs thereof, from the monthly payment.

#### E.8 RECORDS

- A. The contractor's representative shall report to the Building Manager or his/her designated representative, prior to performing any work specified in this contract. The contractor shall provide, and keep current, a suitable chart, on which entries shall be made to indicate the status of all custodial and related service performed, and the time in man-hours.
- B. THE CONTRACTOR SHALL ALSO SUBMIT WRITTEN MONTHLY REPORTS TO THE BUILDING MANAGER, INDICATING ALL WORK PERFORMED. THE REPORTS SHALL CATALOG THE WORK AS CUSTODIAL AND RELATED SERVICES, OR SERVICE CALL-BACKS, AND SHALL INDICATE THE MAN-HOURS AND MATERIALS EXPENDED.

# F. DELIVERIES OR PERFORMANCE

# F.1. Place of performance.

The services to be provided under this contract shall be accomplished at the following building:

Alexander Hamilton U.S. Custom House One Bowling Green, New York, NY

# F.2. Term of contract.

A. After award, the Government will issue a written Notice to Proceed to the successful offeror, who shall provide contractual services for a twelve-month period, subject to the availability of funds, and commencing on the date specified in the Notice to Proceed. Work under this contract is expected to begin on or about <u>February 1, 2015</u>. The contract may be extended for up to an additional six (6) months pending award of a new (succeeding) follow-on contract (see FAR 52.217-8 below). It is the intent of the Government to provide for at least 30 calendar days preparation time before the commencement of work.

## F.3. FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within <u>30 calendar days</u>; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least <u>30 calendar days</u> before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed  $\underline{5}$  years 6 months (66 months).

# F.4. FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

# F.5. FAR 52.242-15 Stop-Work Order (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the

period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

## F.6. Normal working hours:

The performance of the cleaning at building(s) shall take place between the hours of **7 am** and **6 pm** Monday through Friday, excluding Federal holidays. Other than normal working hours are considered to be from 6 pm to 6 am, Monday through Friday, and all day Saturday and Sunday. The hours shall not be changed unless authorized by the CO or his/her designee.

#### F.7. Interference with business:

- A. The Government's representative, under whose direction the work will be performed, shall be consulted as to the manner of starting the work, so as to cause a minimum of interference.
- B. The work shall be carried out in such a manner that there will be no interruptions to, or interference with, the proper execution of Government business.
  - C. All persons employed under this contract shall, while on the premises, comply with all building regulations.
- D. The Contracting Officer may require the contractor to exclude from work such employees as the Contracting Officer deems to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose

continued employment is deemed to be contrary to the public interest or inconsistent with the best interests of national security.

E. The Contracting Officer may, at his/her discretion, require the contractor, and any of its employees, to submit such personal data as necessary for security clearance, to be accomplished and approved by an agency of the United States Government.

# F.8. Excusable Delay:

This contract may not be cancelled if nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as: acts of the public enemy, acts of the Government in either is sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, and delays of common carriers. The contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

# F.9. Additional performance requirements:

- A. In the performance of the contract, the contractor shall comply with all applicable Federal, State, local, and industry safety and health standards and regulations. Where there is a conflict in a requirement, the more stringent one will apply.
- B. The contractor's work shall conform to all laws, regulations, and ordinances applicable to the performance of this contract. The contractor shall, without additional expense to the Government, obtain all licenses and permits required in the performance of contract work.
- C. The contractor shall submit security clearance forms, for both contractor and subcontractor personnel, in accordance with the requirements delineated in Section H.

#### F.10. Patents:

The contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, article, or appliance manufactured or used in the performance of this contract, including its use by the Government. (See FAR 52.227-1 and 52.227-3)

#### F.11. SUBCONTRACTING:

A. The Government reserves the right to approve or disapprove any subcontract and any subcontractor selected. Within ten (10) calendar days following the contract award, and annually thereafter, the contractor shall furnish the Contracting Officer with the names of all subcontractors, including the nature of the work they will perform. The contractor shall incorporate all "flow-down" clauses mandated by the Federal Acquisition Regulation and GSA Acquisition Regulation, into its subcontract agreements.

B. <u>The contractor shall indicate the name and address of its trash removal and recycling subcontractors, by separate letter - each year.</u> The Government will formally notify the contractor whether or not these firms are approved, on an annual basis.

#### F.12. Evaluation of contractor performance:

- A. The General Services Administration, Public Buildings Service, uses the Contractor Performance Assessment Reporting System (CPARS) as the secure, confidential information management tool to facilitate the performance evaluation process, as required by Federal Acquisition Regulation Subpart 42.15. PPIRS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The contractor shall participate in the performance evaluation process.
- B. The contractor will receive an email that contains a link to an external server that will enable the contractor to review its evaluation and submit additional information, comments, or a rebutting statement. Within 5 days after notification of award, the contractor shall provide the company point of contact (including name and e-mail address) to be used in the performance evaluation process.
- C. Interim performance evaluations will be prepared annually. A final evaluation will be prepared at the time the contract is completed.
- D. The contractor will have 30 days to review and submit comments to the evaluation. The Contracting Director (or equivalent) will review and consider any disagreement between the Contracting Officer and the contractor regarding GSA's evaluation of the contractor. Based on the review, the Contracting Director will issue a final decision on the performance evaluation.
- E. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal agencies to support future award decisions.

# G. CONTRACT ADMINISTRATION DATA

# **G.1. SUBMISSION OF INVOICES:**

- A. Submit invoices for basic services at the end of the monthly service period. Submit invoices for additional services as stipulated on the GSA Form 300 (generally at the completion of work).
- B. One copy of the invoice shall be submitted to the Contracting Officer's Representative (to be designated after award). The invoice shall include all the information listed in FAR 52.212-4(g), Invoice.

C. Invoices may be submitted electronically via the GSA Finance website at https://finance.gsa.gov. This is the preferred method and is the fastest way to ensure GSA receives your invoice. If submitting invoices electronically is not feasible, submit invoices to the following address below:

► Original: General Services Administration

Greater Southwest Finance Center (BCFA)

P.O. Box 17181

Forth Worth, TX 76102-0181

► Copy: General Services Administration

Building Manager's Office One Bowling Green,

New York, NY 10004

D. Include on the invoice the ADN number and the service period.

#### G.2. PAYMENT:

- A. Payment for <u>basic services</u> will be made with the applicable payment clauses on a calendar-month basis, in arrears, upon submission of an invoice. Payment will be due on the 30<sup>th</sup> calendar day (except for the final monthly payment) after receipt of a proper invoice or date of acceptance of services, whichever is later. GSA will have the right to withhold full or partial payments or to take deductions for nonperformance or unsatisfactory performance.
- B. Payment for <u>additional services</u> ordered by GSA Form 300 will be due on the <u>30<sup>th</sup></u> calendar day after receipt of a proper invoice or date of acceptance of services, whichever is later.
  - Note: For the sole purpose of computing an interest penalty that might be due to the contractor, Government "acceptance" is deemed to occur constructively on the 7<sup>th</sup> calendar day after the end of the service period (e.g., April 7 for services performed in March). However, the interest penalty may be waived if payment delays occur due to disagreement between the Government and contractor over the payment amount or over contractor compliance with a contract provision or requirement.
- C. Orders under \$2,500 may be purchased via credit card rather than GSA Form 300. The contractor shall be capable of accepting credit card orders. The contractor shall not run a credit card transaction until the services has been performed, and the Government has notified the contractor that it accepts the services. If the Government does not accept the services because they are deficient, the contractor shall not process the credit card transaction.

- D. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.
- E. Inquiries regarding payment may be made to the following:

General Services Administration Greater Southwest Finance Center (7BCP) Customer Service Group Telephone: (817) 978-2408

E-mail address: FW-PaymentSearch.Finance@gsa.gov

F. Overpayments: If the contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice amount, the contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

#### G.3. PAYMENT FOR ADDITIONAL SERVICES:

Each invoice for additional contract services shall be submitted to the address identified in the GSA Form 300 or other purchase document used to order the service and shall reference the contract number, name of building where such services were provided, the dates and the number of productive and supervisory hours worked including the hourly rates for each (if applicable), and unit prices (if applicable). Also indicate the name of the GSA representative who authorized the additional work, and the date the order was placed. The contractor shall have the capability of accepting credit card payments up to \$2,500.00.

# G.4. GSAM 552.232-72 Final Payment under Building Services Contracts: (MAR 2012)

Before final payment is made, the Contractor shall complete and furnish the Contracting Officer with GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

To ensure that all necessary adjustments for nonperformance or unsatisfactory performance have been made, the Government will make the final monthly payment within forty-five (45) calendar days after (1) date of receipt of a proper invoice, (2) date of receipt of a proper Release of Claims, or (3) date of acceptance of services, whichever is later. NOTE: In no event will the Government authorize final payment until the Contractor has returned and/or accounted for all Government-issued ID badges.

If failure by the contractor to correct a deficiency results in additional inspection expenses to the Government, costs for re-inspection of services may be charged to the contractor, in accordance with Section E titled "Re-inspection of Services."

# **G.5. SUSPENSION OF WORK:**

In the event services are not provided or required by the Government because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., adjustments or deductions will be computed as follows:

- A. The deduction rate in dollars per day will be equal to the total per month contract price for the building, divided by the number of days per month the building is in normal operation.
- B. The deduction rate in dollars per day will be multiplied by the number of days services were not provided or required to equal the total dollar deduction to be made.

In the event services are provided for portions of days, appropriate adjustments will be made by the Contracting Officer to assure the contractor is compensated for services provided.

<u>NOTE</u>: Deductions will not be assessed for those days in which services are not required by the Government because the building is closed due to unanticipated holidays, declared by the President, PROVIDED, that payment by the contractor to its employees for such holidays is required in accordance with the wage determination applicable to this contract.

#### G.6. SUBMISSION OF WORK SCHEDULES AND REPORTING DOCUMENTS

If the contractor fails to prepare and timely submit acceptable work schedules and reporting documents as required by this contract to the Contracting Officer or his/her designated representative, the Government may withhold the fully monthly payment(s) until such time as acceptable items are furnished.

#### **G.7. INTEREST ON OVERDUE PAYMENTS**

The Prompt Payment Act is applicable to payment to contractors on overdue payments and improperly taken discounts.

Determinations of interest due will be in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

#### G.8. Deductions for non-performance or unsatisfactory performance:

(See "Inspection" clauses in Section E of the contract)

# A. Contract Deduction Table:

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and quality requirements of the contract. This is a performance-based contract. As such, the contractor is charged with attaining the quality requirements stated in the contract -- the end results of the contractor's efforts. With certain exceptions, the contractor determines the means and methods necessary to achieve these quality requirements.

If the Government determines, based on an inspection, that certain quality requirements are not met, the Government will (whenever possible) give the contractor another opportunity to perform the required services. If the contractor still fails (after a reasonable amount of time) to achieve the quality requirements, the Government will take deductions, as follows. This will be in addition to any re-inspection costs that are chargeable to the contractor (see 'Re-inspection of Services' in Section E).

Note: Deductions will be taken equally for non-performance or unsatisfactory performance.

(See "Contract Deduction Table" on the following pages)

# Contract Deduction Table (Cost per 1,000 square feet)

JOB	YE	EAR 1	YE	EAR 2	YE	EAR 3	YE	AR 4	YE	AR 5
	(20	14-15)	(20	15-16)	(20	16-17)	(20	17-18)	(20	18-19)
ROOM CLEANING (includes general of	fice sp	ace, class	sroom	s, confere	nce ro	oms, and	librar	y space, b	are flo	oor or
carpeting	<u> </u>	44.40	•	44.00	•	10.10	•	10 = 1		40.00
Daily cleaning	\$	11.48	\$	11.82	\$	12.18	\$	12.54	\$	12.92
Complete cleaning	\$	33.99	\$	35.01	\$	36.06	\$	37.14	\$	38.26
ADP (Raised floor area)	\$	11.48	\$	11.82	\$	12.18	\$	12.54	\$	12.92
Active file areas	\$	3.05	\$	3.14	\$	3.24	\$	3.33	\$	3.43
Storage areas	\$	3.31	\$	3.41	\$	3.51	\$	3.62	\$	3.73
Mail room	\$	11.48	\$	11.82	\$	12.18	\$	12.54	\$	12.92
Cafeteria (Lunch room)	\$	11.48	\$	11.82	\$	12.18	\$	12.54	\$	12.92
Court and jury rooms	\$	18.62	\$	19.18	\$	19.75	\$	20.35	\$	20.96
Judge's chambers	\$	18.62	\$	19.18	\$	19.75	\$	20.35	\$	20.96
Postal workroom	\$	16.68	\$	17.18	\$	17.70	\$	18.23	\$	18.77
FLOOR MAINTENANCE										
Spray buff corridors	\$	13.32	\$	13.72	\$	14.13	\$	14.56	\$	14.99
Spray buff rooms	\$	30.88	\$	31.81	\$	32.76	\$	33.74	\$	34.76
Spray buff ADP rooms	\$	30.88	\$	31.81	\$	32.76	\$	33.74	\$	34.76
Spray buff health unit, cafeteria, court and jury	\$	30.88	\$	31.81	\$	32.76	\$	33.74	\$	34.76
rooms, judge's chambers			·		φ		·		Ψ	
Strip and refinish lobbies and corridors	\$	196.10	\$	201.98	\$	208.04	\$	214.28	\$	220.71
Strip and refinish rooms	\$	222.24	\$	228.91	\$	235.77	\$	242.85	\$	250.13
LOBBY, ENTRANCES, AND CORRIDORS (inc.	udes dri	nking founta	ains, gu	ard desks, a	and tele	phone area	s)			
<u> </u>										
Lobby, entrance, and corridor cleaning	\$	2.78	\$	2.86	\$	2.95	\$	3.04	\$	3.13
Lobby, entrance, and corridor servicing	\$	2.81	\$	2.89	\$	2.98	\$	3.07	\$	3.16
Lobby, entrance, and corridor servicing sweeping	\$	2.00	\$	2.06	\$	2.12	\$	2.19	\$	2.25
Lobby, entrance, and corridor servicing vacuuming and spot cleaning	\$	8.32	\$	8.57	\$	8.83	\$	9.09	\$	9.36
MISCELLANEOUS										
High cleaning	\$	46.90	\$	48.31	\$	49.76	\$	51.25	\$	52.79
Insect and rodent control	\$	20.83	\$	21.45	\$	22.10	\$	22.76	\$	23.44
Garage scrubbing	\$	13.32	\$	13.72	\$	14.13	\$	14.56	\$	14.99
Garage policing	\$	1.12	\$	1.15	\$	1.19	\$	1.22	\$	1.26
Garage sweeping, machine	\$	3.31	\$	3.41	\$	3.51	\$	3.62	\$	3.73
J 1 3:										
Garage sweeping, manual	\$	6.66	\$	6.86	\$	7.07	\$	7.28	\$	7.50
Garage sweeping, manual Loading dock sweeping		6.66	\$	6.86	\$	7.07 7.07	\$	7.28 7.28	\$	7.50 7.50

OUTSIDE WORK										
OUTSIDE WORK										
Lawn maintenance	\$	3.61	\$	3.72	\$	3.83	\$	3.94	\$	4.06
Manual sweeping	\$	6.66	\$	6.86	\$	7.07	\$	7.28	\$	7.50
Machine sweeping	\$	3.61	\$	3.72	\$	3.83	\$	3.94	\$	4.06
Policing	\$	1.12	\$	1.15	\$	1.19	\$	1.22	\$	1.26
TOILETS (per fixture) (includes water	r closets, urinals, wa	shbasins, a	ınd show	er stalls)						
Cleaning or servicing	\$	3.91	\$	4.03	\$	4.15	\$	4.27	\$	4.40
ELEVATORS (per elevator)										
Cleaning	\$	13.32	\$	13.72	\$	14.13	\$	14.56	\$	14.99
	or flight)									
STAIRWAYS and ESCALATORS (po	er iligrit)							6.09	\$	0.0
STAIRWAYS and ESCALATORS (possible stairways	\$	5.57	\$	5.74	\$	5.91	\$			6.27
		5.57 15.18	\$	5.74 15.64	\$	5.91 16.10	\$	16.59	\$	17.0
Sweep and dust stairways	\$			*** *	т		т .	16.59 16.59	\$	17.0
Sweep and dust stairways  Mop stairways  Clean escalators	\$	15.18	\$	15.64	\$	16.10	\$		т .	
Sweep and dust stairways  Mop stairways	\$	15.18	\$	15.64	\$	16.10	\$		т .	17.0

# OTHER WORK

All other omitted or unsatisfactory work that is normally performed by the contractor's own employees will be deducted for at the contract rates for direct labor (straight time) or direct labor (overtime), as applicable, multiplied by the estimated number of man-hours, as determined by the COR based on industry standards. All other work that is normally performed by subcontractors will be deducted for based either on actual costs (including administrative costs) incurred by the Government to perform the work by other means or on the COR's estimate of the cost to perform the omitted or unsatisfactory work.

# G.9. Deductions for unoccupied space (applies to buildings with multiple tenants):

Each month, the Government and contractor will make a joint walk-through of the building in order to determine the amount of vacant space that may be present. Where such space is not in need of cleaning, the Government will take a deduction from the monthly payment (using the formula specified below).

# A. General office space:

- 1. The total number of square feet unoccupied will be divided by 3,000 to reflect the approximate number of hours in which the cleaning effort will be reduced. (Three thousand represents the approximate number of square feet a person can clean in one (1) hour.)
- 2. The total hours calculated above will be multiplied by the contract hourly rate for "direct labor" (straight time)'. This will determine the deduction rate <u>per day</u>.
- 3. The deduction rate per day calculated above will be multiplied by the number of workdays during the month that the space is unoccupied. This will determine the total dollar deduction to be taken for the month.
- B. In the event an entire floor, wing, or other area not specifically addressed becomes unoccupied, a deduction amount will be negotiated between the parties.
- C. If any space will remain unoccupied for an extended period of time, as determined by the COR, a new monthly price will be negotiated between the parties to reflect the reduced amount of space to be cleaned.

# G.10. Deductions for temporary building closure ("suspension of work"):

- A. In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, or for other reasons, adjustments or deductions will be made, and computed as follows:
- 1. The deduction rate per day will equal the total monthly contract price for the building(s), divided by the number of workdays in that month.
- 2. The deduction rate per day will be multiplied by the number of workdays services were not provided or required, to equal the total dollar deduction to be made.
- B. In the event services are provided for portions of days, appropriate adjustments will be made by the Contracting Officer to assure the contractor is compensated for services provided.

### G.11. Withholding monies for failure to comply with submittal requirements:

If the contractor fails to submit required documents to the Contracting Officer or Contracting Officer's Representative within the timeframes established in the contract (see Section C, paragraph C.16, Submittals Chart), the Government may withhold the full monthly payment amount until such time that required submittals are provided.

#### **G.12. NOTICE TO PROCEED**

The Contracting Officer will issue the Notice to Proceed on this contract only after receipt from the contractor, and approval by GSA, of:

1. All required security clearance documents;

- 2. The required cleaning schedule; and
- 3. A Quality Control Plan.

# G.13. PERFORMANCE BASED SERVICE CONTRACT

This contract is a performance based service contract.

# G.14. SUBCONTRACTING PLAN

RESERVED

# H. SPECIAL CONTRACT REQUIREMENTS

#### H.1 CONTRACTOR RESPONSIBILITIES

#### H.1.0 Supervisors

A supervisor shall be available at all times when the contract work is in progress to receive notices, reports, or requests from the CO or their designee. The contractor shall furnish the CO or his/her designee with a list of telephone numbers where an authorized representative may be contacted seven (7) days per week at any hour of the day or night to provide required services.

#### H.1.1 Communication

The contractor is responsible for complying with the agreed upon Communication Plan required in Section C.8 of the specification. The contractor shall provide key operational personnel (managers or supervisors) with portable electronic means to communicate with GSA (and PBS National Contact Center) for service calls, emergencies, status updates of projects, etc. It is the contractor's responsibility to ensure that any communication devices provided work effectively in the building. Electronic receiving and transmitting methods may include the following:

- -A text-messaging device used to send and receive messages. The contractor is responsible for all costs associated with the electronic messaging device. Some examples are two-way pager (Nextel), cell phone with text messaging, BlackBerry, etc.
- -The use of Fax receiving and sending equipment is acceptable only as secondary communication method for locations that have problems with no or poor quality wireless device signal strength. Delayed receipt due to combined usage of voice and fax on the same line is not acceptable.

#### H1.2 Training

The contractor shall provide employees with training to broaden their technical skills, improve customer service, and to promote personal development. Training provided shall embrace the concepts of providing and maintaining quality cleaning that is safe, healthy, and sustainable. <a href="www.issa.com">www.issa.com</a> as well as other cleaning groups offers their members educational materials on these items.

#### H.1.3 Uniforms

All employees shall wear distinctive, uniform clothing for ready identification. Uniforms shall be neat, clean, in good repair, and have a badge or monogram with the contractor's name on it.

# H.1.4 Exposure Control Program -Personal Protective Equipment (PPE)

The contractor shall provide all employees with proper PPE when required by federal, state and local laws and regulations.

# -Blood Borne Pathogens

The contractor shall provide appropriate training to their employees and all necessary equipment and services required to perform clean-up of blood borne pathogens and fully comply with the requirements of the Blood Borne Pathogen Standard listed in 29 CFR §1910.1030.

# H.1.5 Key Control

The contractor shall follow the building's key control program. Keys issued to the contractor, the contractor's personnel, or subcontractors shall be signed for and not transferred to other personnel unless recorded in the key

control log. The contractor is financially liable for the cost of rekeying if keys are lost or not recovered from employees or subcontractors.

#### H.1.6 Qualifications of Personnel

# **Qualifications of Supervisory Employees**

Supervisory contract employees shall have a minimum of 3 years of experience with managing and related services in building(s) of similar size and complexity. The contractor shall provide employee resumes covering these positions to the CO for approval. At the discretion of the CO or his/her designee formal training may be substituted for experience. The on-site supervisor is required to be fully conversant in English.

# **Qualifications of Contractor Personnel**

The contractor shall provide appropriate training to their employees. The personnel employed by the contractor shall be capable employees, who are trained and qualified in one or more related type service requirements.

The building(s) shall be fully staffed, beginning the first day of work under the contract, unless authorized by the CO or their designee. The contractor's employees shall be familiar with the operation of the building(s) fire alarm system. In the event of a fire, the contractor shall leave the building and not enter until authorized by fire officials. The contractor's staff shall also be familiar with the building's Occupancy Emergency Plan, which includes the shelter in place program. Further information on the program shall be provided by the CO or his/her designee.

## H.1.7 Miscellaneous Requirements

The contractor shall:

- -Ensure that the contractor's employees use lights and faucets only in those areas where and when the work is actually being performed. Once leaving, all lights and water faucets in the work area shall be turned off.
- -Ensure that workers do not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
- -Ensure that the contractor's employees participate in building fire and civil defense drills.
- -Ensure that the reporting of fires, hazardous conditions, and items in need of repair (e.g., inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc.), to the CO or his/her designee.
- -Ensure if applicable, rooms are locked after cleaning and that keys are returned to the designated office.
- -Ensure that lost and found articles by the Contractor's employees are turned in to the CO or his/her designee.
- -Ensure that the contractor employees notify the security officer on duty when unauthorized or suspicious person(s) are seen on premises.
- -Ensure that the contractor's employees notify CO or his/her designee of any observed hazardous material, or Universal Waste materials in the trash or recycling receptacles.
- -Ensure that the contractor's employees adhere to GSA's 'No Smoking Policy'

# H.2 Strike Contingency Plan (SCP)

The contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. The Strike Contingency Plan (SCP) shall be submitted to the CO or his/her designee **5 calendar days prior to this contract's start date and updated annually**. At a minimum, the SCP shall include the following information:

-Support Personnel: The SCP shall describe in detail how the contractor shall staff the building to provide the services defined in this specification in the event of strikes by his employees. The contractor shall keep HSPD-12 requirements and time frames in mind when preparing this plan.

-Training and Certifications: The SCP shall describe in detail how the contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including the sub-contractor's employees) shall meet the experience and certification requirements defined in this contract.

# H.3 Occupant Emergency Plan (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the CO or his/her designee during building emergencies. Designated Contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP. All of the contractor's employees shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The contractor shall participate in fire and other emergency drills. The contractor shall be required to perform the services required by the contract and as identified by the CO or his/her designee to the extent allowed during all emergency situations including but not limited to: fires, accidents and rescue operations; the contractor's personnel strikes; other service contractors on strike; civil disturbances; natural and man-made disasters, and utility service outages.

#### H.4 Contractor Pandemic Plan

The Government as required by the 'National Strategy for Pandemic Influenza Preparedness' has prepared a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread and mitigate the potential effects of an influenza pandemic on custodial and related services. Given the unpredictable length and severity of a pandemic, the contractor's plan shall link their planned actions to the periods and phases established the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see <a href="http://www.who.int/csr/resources/publications/influenza/whocdscsredc991.pdf">http://www.who.int/csr/resources/publications/influenza/whocdscsredc991.pdf</a>. The contractor shall submit the plan to the CO or his/her designee within thirty (30) calendar days of the start of the contract. See components of Pandemic Planning at <a href="http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf">http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf</a>

#### H.5 Conservation

Conservation is a planned and organized approach designed to conserve non-renewable sources. The contractor shall ensure that work under this contract is performed in a manner that conserves energy, water, and other Government resources. The contractor shall take the necessary steps through training, communication, and implementing appropriate procedures in their use of natural resource consuming equipment and processes. This will preserve resources and support GSA's sustainability goals.

The contractor shall ensure that their employees support the Government's efforts to comply with Section 102 of the Energy Policy Act of 2005 (EPAct), the Energy Independence and Security Act of 2007, Executive Order (EO) 13154, and EO 13423 which requires the Government to reduce Agency energy use.

The contractor shall employ practices that reduce dependency on non-renewable sources of energy. The contractor's personnel shall turn off lights in unoccupied areas where possible, once the area is cleaned. The contractor shall close window blinds when practical, especially in the summer time, over long weekends, and during extended closures of the building.

The contractor shall use their equipment in an efficient manner by turning it off during times it is not in use. When replacing existing equipment, the contractor shall strive to acquire replacement equipment in the top 25% of efficiency as per the Energy Star guidelines. The contractor shall never turn off or unplug Government equipment in the space they are cleaning without prior written approval by the CO or his/her designee.

The contractor shall employ products, equipment and practices that eliminate wasteful use of water.

# H.6 Affirmative Procurement Program (APP)

As a Federal procuring agency, the GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002 and Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management to procure and use products containing post-consumer content (recycled material); environmentally preferable; and bio-based products. RCRA Section 6002 and Letter 92-4 requires Federal agencies to develop and implement their own Affirmative Procurement Program to facilitate the procurement of these products.

# **Green Purchases**

In addition to those regulatory requirements specified in Section C of the specification, the following considerations and sources shall be used by the contractor. This includes:

- -Compliance with appropriate clauses and subparts of FAR 7, 11, 12, 13, and 23.
- -Cleaning chemicals, tools, equipment, supplies, or materials that shall be selected with consideration to minimizing the impact on both human health and safety as well as reducing other potential environmental impacts.
- -Cleaning processes, work practices, and procedures shall minimize exposures to workers and building occupants and contribute to the promotion of environmental stewardship.
- -GSA offers a variety of environmental products to its federal customers to assist in their efforts to comply with procurement responsibilities outlined in federal environmental laws and regulations. Information is available at the GSA Federal Acquisition Service (FAS) Environmental homepage at http://gsa.gov/enviro.
- -Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: http://yosemite1.epa.gov/oppt/eppstand2.nsf.

## **Recycle Content Certification**

In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, purchased for the performance of work with this contract, the contractor shall provide the required certification and estimate to the CO or his/her designee at contract completion.

### Recycle Content Product Purchase Annual Reporting

The contractor shall provide an interim annual report, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content. The contractor shall provide the report to the CO or his/her designee in compliance with the contractor's schedule.

#### **Green Cleaning Training**

The contractor shall provide training to their employees that stress proper *stewardship* in green cleaning practices. The contractor shall submit written certification to the CO or his/her designee within five (5) days of the completion of training. Information on stewardship, training, and other issues can be found in ASTM E1971-05, Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings <a href="www.astm.org/">www.astm.org/</a>. The focus of this training is to address appropriate cleaning activities and processes to maximize eco-efficiency and to minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself, and the environment. Adherence to the principles set forth in this guide can lead to greater tenant and occupant satisfaction, reduced operational costs, and greater productivity (for occupants and cleaning personnel).

# H.7 Asbestos Awareness Training

Not Applicable

#### H.8 LEED-EB

Not Applicable

# H.9 Provided by the Government (Not Identified Elsewhere in the Specification)

The following will be provided by the Government:

- -Electrical power at existing outlets for the contractor to operate equipment which is necessary in the conduct of its work.
- -Hot and cold water as necessary limited to the normal supply provided in the building. No special heating or cooling of the water shall be provided.
- -Space in the building including locker rooms, if available. Any existing equipment that was placed within the building by the Government in the space authorized for use by the contractor such as lockers, tables, benches, chairs, etc. may be used by the contractor during the term of the contract, provided authorization is received from the CO or his/her designee. This space and equipment shall be kept neat and clean, and returned to the Government in reasonably the same condition at the time of entering into the contract once the contract expires.
- -Space in the building for the storage of supplies and equipment inventories that are used in the performance of work under this contract. The contractor shall maintain this space in a clean neat and orderly condition. Under no circumstances shall the contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government is **not responsible** in any way for damage or loss to the contractor's stored supplies, materials, replacement parts or equipment.
- -Custodial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and organized by the contractor. Sinks and buckets shall be kept clean and free of standing water and hoses shall not be left connected to faucets when not in use.
- -Space in the building, when available, furniture and furnishings for a supervisor's office to be for official business only in the performance of this contract. If the Government supplies telephones, they shall only be used for communication related to the contract. The contractor or the contractor's employees shall not use Government property in any manner for any personal advantage, business gain, or other personal endeavors.
- -Heating and air conditioning of the space to be cleaned will be provided only during normal building operating hours.

#### H.9.1 Use of Government Information Technology

Contractor personnel requiring access to GSA's Network shall comply with all Federal Information Technology (IT) regulations regarding Trusted Internet Connection (TIC) in conjunction with PBS and GSA Chief Information Officer (CIO) IT policies, i.e., all PBS IT systems needing network connectivity must reside on the GSA network.

If the contractor requires Network Connection for PBS IT systems, it shall only use Government-furnished network equipment and computer hardware.

- Network equipment includes all equipment that has IP routing and switching functionality.
- Computer hardware includes, but is not limited to servers, PCs, laptops and their peripherals (monitors, mice and keyboards).
- Proprietary system hardware/software can be vendor provided, but is subject to network and system testing, review and approval for connection to GSA's network and acceptance of the PBS CIO.

If the contractor requires access to GSA's Network they shall submit their request in writing to the CO or his/her designee for approval. Approved requests shall be forwarded to the PBS CIO for approval. The PBS CIO shall

provide the contractor with at least one desktop and/or one laptop to access the newly integrated Building Automation Systems (to the GSA network) sites for the purposes of giving the contractor access to the building monitoring and control systems. Please note that the availability of computer hardware is dependent on budgeted funds dedicated for this purpose, which may or may not be renewed on an annual basis. Refreshes required for existing GSA workstation shall be coordinated through regional local OCIO's office. No hardware (workstations, servers, switches) shall be provided unless an approved network diagram is submitted.

If the contractor requires access to the building monitoring and control systems (BMC), it shall refer to the <u>Technology Policy for PBS-Owned Buildings Monitoring and Control Systems</u> and <u>Building Technologies Technical Reference Guide</u> for guidance related to the technical integration of BMC to the GSA network and within its GSA's information technology (IT) environment.

If a contractor comes into contact with information or data where there is not a 'need to know' or they are do not have authorization to have, they shall turn in the information and/or data immediately to the CO or his/her designee.

# H.10 Security Requirements and Personal Identity Verification Procedures (Non-Classified Contract) REFER TO THE MOST CURRENT HSPD-12 GUIDANCE

# FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

#### H.10.1 GSAR 552.237-70 Qualifications of Offerors (MAY 1989)

- (a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.
- (b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.
- (c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

# H.10.2 GSAR 552.237-71 Qualifications of Employees (MAY 1989)

(a) The Contracting Officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

- (b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.
- (c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien.

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

# H.10.3 Suitability Determinations

- (a) All contract employees requiring routine unescorted access to federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the contract.
- (c) Contract employees working <u>less than 6 months</u> (temporary employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such temporary employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (d) Temporary employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.
- (e) The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.
- (f) The Contracting Officer or their designated representative shall provide the contractor with required forms for obtaining necessary clearances. The contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.
- (g) The contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any contractor performance under this contract.

## H.10.4 Compliance with Security Requirements

- (a) The contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.
- (b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

#### H.10.5 Identification Credential

(a) Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.

- (b) Regular or temporary employees with credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar credentials.
- (c) All contractor or subcontractor employees possessing credentials shall visibly display their credentials at all times while in the building(s) where work is being performed.
- (d) The contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular contractor or subcontractor employee will no longer be providing service under this contract at the building(s) covered by the credentials.
- (e) The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.

#### H.10.6 Standards of Conduct

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

#### H.10.7 Removal from Contract Work

- (a) As provided in the clause entitled Qualifications of Employees, the contracting officer or a designated representative may require the contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.
- (b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
- (c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with this contract.
- (d) The contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

# H.10.8 Sensitive But Unclassified (SBU) Building Information

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a need to know basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

#### **H.11** Identification Credentials

Upon receipt of favorable suitability determination as indicated herein, each employee of the contractor shall be issued identification credentials. At all times, while working on the contract, contract employees, including sub-contractor employees, shall have in their possession the specific Government identification credentials issued to them by the Government. The identification credentials shall be displayed and be visible at all times while on Government property. The CO or his/her designee, Government law enforcement, or security personnel shall periodically verify that credentials of contractor employees match their personnel identification. The contractor's employees shall comply with security verification procedures at all times.

The contractor shall see that every contract employee has a Government-issued identification credential before the employee enters on duty. As required by the Government, the contractor shall make their employees available for

photo identification badges, on a schedule to be worked out with the Contracting Officer or his/her designee. The Government will make the identification credentials badges after a favorable security determination has been received for the contractor's employees. All credential identification shall have an expiration date and all contractor employees shall sign their badges at the time photographs are taken.

The contractor shall be responsible for ensuring that all identification credentials are returned to the Contracting Officer or his/her designee as their employees leave the contract (e.g., contract is completed, employees leave employment of the company, employees are dismissed or terminated). The contractor shall notify the Contracting Officer or his/her designee when employee badges are lost.

The contractor shall be responsible for paying the Government for replacement credentials at the current cost per badge.

## H.12 Escort Requirements

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations that must work in federally-controlled space. In those cases, ALL un-cleared contract employees shall be escorted in non-public spaces by a Government employee or another responsible cleared contract employee that is approved by the Contracting Officer or his/her designee. Other Government agencies may have specific agency security requirements for their own spaces that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that provide escorts for un-cleared contract employees must always be in close proximity and eyesight of the un-cleared contract employee. The contract escort must watch un-cleared employees and remain with un-cleared contract employees for the entire time they are in the building and/or Federally-controlled spaces. An un-cleared employee cannot be left alone or out of eyesight at anytime when they are in non-public space. A cleared and approved escort may not bring several un-cleared contract employees, into federally-controlled space that is not within close proximity or eyesight at all times. A cleared and approved escort may not have multiple un-cleared employees in non-public space on different parts of one floor or on different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and un-cleared escorted contract employees. Also, in accordance with security requirements, violations of escort requirements by contract employees may be grounds for termination of this contract.

#### H.13 Standards of Conduct

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action(s) with respect to their employees as necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks; open desk drawers or cabinets; or use GSA or tenant agency supplies, equipment or telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer, and the Federal Government. No smoking is allowed in the building.

# H.14 Removal from Contract Work

Under the following conditions, the Contracting Officer or his/her designee may request the contractor to immediately remove any employee(s) from the work site. When the Government determines an employee to be: incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or the Government deems an employee's continued employment is contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population.

The Contracting Officer or his/her designee may also request the contractor to immediately remove any employee(s) from the work site(s) when it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty.

The Contractor employees who are removed from contract work shall be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, **but is not limited to**, incidents involving the most immediately identifiable types of misconduct or delinquency, as set forth below:

- -Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
- -Violation of Federal, State, or local law.
- -Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR §101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- -Neglect of duty, including sleeping while on duty, unreasonable delays, failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
- -Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- -Disorderly conduct, uses of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- -Theft, vandalism, immoral conduct, or any other criminal action.
- -Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on federally-controlled property.
- -Improper use of Government identification.
- -Unauthorized use of communication equipment on Government property.
- -Violation of security procedures or regulations.
- -Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in federal and court facilities.

The Contracting Officer or his/her designee shall make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a Contracting Officer or his/her designee is not available (either during the day or after hours), in situations where a delay would not be in the best interest of the Government, or the employee is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population, the Contracting Officer or his/her designee has the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the DHS/ICE/Federal Protective Service will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government, security, or the employee is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. The Contracting Officer or his/her designee shall be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Officer or his/her designee shall make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer or his/her designee shall make a final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on this contract.

# H.15 Sensitive But Unclassified (SBU) Building Information

GSA contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive But Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.

Contractors and prospective offerors <u>with a need to know</u>, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided with SBU building information, drawings, etc., in accordance with GSA Order 3490.1A (Document Security for SBU information, which) provides for the dissemination of paper and electronic SBU building information for all Federally-controlled spaces (owned, leased, and delegated). For more information on SBU visit the following website <a href="http://insite.pbs.gsa.gov/SBU">http://insite.pbs.gsa.gov/SBU</a>

SBU information includes but is not limited to:

- -Paper and/or electronic documentation of the physical facility information.
- -Building designs (such as floor plans).
- -Construction and renovation/alteration plans and specifications.
- -Equipment plans and locations.
- -Building operating plans.
- -Information used for building service contracts and/or contract guard services.

For all GSA-controlled facilities, any other information considered a security risk, shall be considered covered under this category.

All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution. Contractors authorized to receive SBU information shall provide the following identification:

- -A copy of a valid business license.
- -Verification of a valid DUNS Number.
- -A valid IRS Tax ID Number.
- -A valid picture state driver's license.

The contractor shall sign a Document Security Notice when they receive the information. The contractor shall be responsible for safeguarding SBU information. At the completion of the work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.

The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files.

#### H.16 Recording Presence

Each contract employee and subcontractor must sign-in when reporting for duty and sign out when leaving at the end of the workday. GSA Form 139 (Record of Time of Arrival and Departure from Building, which is only designated for use by the contractor's personnel), shall be used for this purpose.

#### H.17 Government Forms

The various Government forms mentioned in this solicitation such as personal history forms, sign out forms, inspection forms, etc., may be obtained from the CO or his/her designee.

## H.18 Other Contractors

The Government may undertake or award other contracts for additional work, and the contractor shall fully cooperate with the other contractors or Government employees. The contractor shall carefully schedule their own work, in conjunction with the additional work, which may be directed by the CO or his/her designee. In addition, the contractor shall not commit to or permit any act, which will interfere with the performance or work by another contractor, or by Government employees.

### H.19 Ordinances, Taxes, Permits and Licenses

Without additional expense to the Government, the contractor shall fully comply with: (a) all federal. state local, and city laws, and regulations and ordinances, (b) be liable for all applicable Federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under this contract.

# **H.20** Discrepancy in the Specifications

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final, in accordance with the Disputes clause of this contract.

# . CONTRACT CLAUSES

# A. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

# Federal Acquisition Regulation (FAR)

(http://www.acquisition.gov/far/index.html)

# **GSA Acquisition Manual (GSAM)**

(http://www.acquisition.gov/GSAM/gsam.html)

# B. Table of Clauses Incorporated By Reference:

CLAUSE NUMBER (FAR & GSAM)	CLAUSE TITLE  (FAR clauses in effect as of FAC 2005-71 effective November 25, 2013; GSAM clauses in effect as of GSAM Change 55 Effective October 01, 2012)	REMARKS
Definitions		
52.202-1	Definitions (NOV 2013)	
Improper business practices		
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (Apr 1984)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	
52.203-7	Anti-Kickback Procedures (OCT 2010)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	
52.203-13	Contractor Code of Business Ethics and Conduct (Dec 2008)	
52.203-14	Display of Hotline Poster(s) (Dec 2007)	The "GSA Fraud Hotline" poster can be obtained by email at: fraudnet@gsa.gov or by calling the GSA Hotline Office at: 1-800-424-5210
552.203-71	Restriction on Advertising (Sep 1999)	
Safeguarding classified informati		
52.204-2	Security Requirements (Aug 1996)	
Paper documents		
52.204-4	Printed or Copied Double-Sided on Recycled Paper	

	(MAY 2011)	
System For Award Manager		
System For Award Manager 52.204-7	1	
	System for Award Management (JUL 2013)	
Personal identity verification		0 5 11 6 11 1
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	See full text below
Source for Supplies and Sei		
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Oct 2008)	See full text below
Contractor qualifications		•
52.209-6	Protecting the Government's Interest When Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (AUG 2013)	
Commercial Items		
52.212-4	Contract Terms and Conditions—Commercial Items (JUNE 2010)	
Audit and records		
52.215-2 (Alt II)	Audit and Records – Negotiation (OCT 2010) (Alternate II) (Apr 1998)	
Order of precedence		
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)	
Contract pricing		
52.215-21 (Alt IV)	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (OCT 2010) Alternate IV (Oct 2010)	The contractor shall provide: a cost breakdown showing labor hours, labor rates, material costs, equipment costs, sub contractors costs, overhead, general administration, and all other information needed to support price reasonableness.
Examination of records		
552.215-70	Examination of Records by GSA (Feb 1996)	
Multi-Year Contracting		
52.217-2	Cancellation Under Multi-year Contracts (OCT 1997)	
Option to extend services		
52.217-8	Option to Extend Services (Nov 1999)	
Small business subcontract	ting program	•
52.219-8	Utilization of Small Business Concerns (JUL 2013)	
Determination of small busi		
52.219-28	Post-Award Small Business Program Re-representation (JUL 2013)	
8(a) Contracting		
552.219-74	Section 8(a) Direct Award (SEP 1999)	
52.219-14	Limitations on Subcontracting (NOV 2011)	
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns (JUNE 2003)	
Application of labor laws an		
52.222-1	Notice to the Government of Labor Disputes	
V	1 House to the Government of Labor Disputes	

	(Feb 1997)	
52.222-3	Convict Labor (Jun 2003)	
52.222-4	Contract Work Hours and Safety Standard Act - Overtime	
02.222	Compensation (Jul 2005)	
Equal employment opportunity	1 ()	
52.222-21	Prohibition of Segregated Facilities (Feb 1999)	
52.222-26	Equal Opportunity (Mar 2007)	
52.222-35	Equal Opportunity for Special Disabled Veterans,	
	Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)	
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)	
52.222-37	Employment Reports on Veterans (SEP 2010)	
Service Contract Act		
52.222-41	Service Contract Act of 1965 (Nov 2007)	
52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	
52.222-43	Fair Labor Standards Act and Service Act – Price	
	Adjustment (Multiple Year and Option Contracts) (Nov 2006)	
Combating trafficking in persons		
52.222-50	Combating Trafficking in Persons (Feb 2009)	
Employment eligibility verification		
52.222-54	Employment Eligibility Verification (AUG 2013)	
Environmental and energy consi		
52.223-2	Affirmative Procurement of Bio-based Products Under	See full text below
	Service and Construction Contracts (SEPT 2013)	
52.223-3 (Alt I)	Hazardous Material Identification and Material Safety	
	Data (Jan 1997) (Alternate I) (Jul 1995)	
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	
52.223-6	Drug-Free Workplace (May 2001)	
52.223-9 (Alt I)	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008) Alternate I (May 2008)	The contractor shall estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and submit this estimate (and the required certification) to the Contracting Officer.
52.223-10	Waste Reduction Program (MAY 2011)	
52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)	
52.223-19	Compliance with Environmental Management Systems (May 2011)	

Foreign acquisition		
52.225-1	Buy American Act – Supplies (Feb 2009)	
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
Patents and copyrights		•
52.227-1	Authorization and Consent (Dec 2007)	
52.227-2	Notice and Assistance Regarding Patent and Copyright	
	Infringement (Dec 2007)	
52.227-3	Patent Indemnity (Apr 1984)	
Insurance		
52.228-5	Insurance - Work on a Government Installation (Jan 1997)	
552.228-5	Government as Additional Insured (May 2009)	
Bonds		
52.228-2	Additional Bond Security (OCT 1997)	
52.228-11	Pledges of Assets (JAN 2012)	
52.228-14	Irrevocable Letter of Credit (DEC 1999)	
Taxes	,	
52.229-4	Federal, State, and Local Taxes (State & Local Adjustments) (FEB 2013)	
Payment		
52.232-1	Payments (Apr 1984)	
52.232-8	Discounts for Prompt Payment (Feb 2002)	
52.232-11	Extras (Apr 1984)	
52.232-17	Interest (Oct 2010)	
52.232-23	Assignment of Claims (Jan 1986)	
52.232-25	Prompt Payment (JUL 2013)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management- (JUL 2013)	
52.232-36	Payment by Third Party (JUL 2013)	
552.232-72	Final Payment Under Building Services Contracts (MAR 2012)	See full text in Section G
Disputes		•
52.233-1 (Alt I)	Disputes (July 2002) Alternate I (Dec 1991)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
Protection of Government property		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
Continuity of services		
52.237-3	Continuity of Services (Jan 1991)	
Use of One Dollar coin		
52.237-11	Accepting and Dispensing of \$1 Coin (Sep 2008)	
Qualifications of employees		
552.237-71	Qualifications of Employees (May 1989)	
Bankruptcy		
52.242-13	Bankruptcy (Jul 1995)	
Stop work order		
52.242-15	Stop Work Order (Aug 1989)	
52.242-17	Government Delay of Work (Apr 1984)	
Changes	Total many control (r. p. 100.)	

52.243-1 (Alt I)	Changes - Fixed Price (Aug 1987) Alternate I (Apr 1984)	
Subcontracting		
52.244-5	Competition in Subcontracting (Dec 1996)	
52.244-6	Subcontracts for Commercial Items (JUL 2013)	
Government property		
52.245-1 (Alt I)	Government Property (APR 2012) Alternate I (APR 2012)	
52.245-9	Use and Charges (APR 2012)	
Inspection of services		
52.246-4	Inspection of Services - Fixed Price (Aug 1996)	See full text in Section E
Warranty of services		
52.246-20	Warranty of Services (May 2001)	The Contracting Officer shall give written notice of any defect or nonconformance to the contractor within 30 days from the date of acceptance by the Government.
Limitation of liability	<u> </u>	
52.246-25	Limitation of Liability – Services (Feb 1997)	
Value engineering		
52.248-1	Value Engineering (OCT 2010)	
(none)	Value Incentive Clause	See full text below
Termination or cancellation	n of contract	
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)	
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)	
Government supply source	res	
52.251-133333	Government Supply Sources (APR 2012)	
Authorized deviations in c	lauses	
552.252-6	Authorized Deviations in Clauses (Sep 1999) (Deviation FAR 52.252-6)	
Computer generated forms	s	
52.253-1	Computer Generated Forms (Jan 1991)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	

# Clauses Incorporated By Full Text

# 52.208-9 - Contractor Use of Mandatory Sources of Supply or Services (OCT 2008)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

- (b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.
- (c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency.

Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind 1310 Braddock Place Alexandria, VA 22314-1691 (703) 310-0500; and

(2) SourceAmerica 8401 Old Courthouse Road Vienna, VA 22182 (571) 226-4660.

(End of clause)

# 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—
  - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
    - (i) Government personnel and authorized users performing business on behalf of the Government; or
    - (ii) The Contractor, when viewing data on itself; and
    - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
    - (i) Past performance reviews required by subpart 42.15;
    - (ii) Information that was entered prior to April 15, 2011; or
    - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

# 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JAN 2013)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C.
  - 7104(g)). \_\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \_X\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
  \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- \_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- \_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_\_(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- \_\_\_ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- \_\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- \_\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (11) [Reserved]

_X (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644) (ii) Alternate	I (Nov
2011).	
(iii) Alternate II (Nov 2011).	
(13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).	
(ii) Alternate I (Oct 1995) of 52.219-7.	
(iii) Alternate II (Mar 2004) of 52.219-7.	
_X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).	
(15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)	
(ii) Alternate I (Oct 2001) of 52.219-9.	
(iii) Alternate II (Oct 2001) of 52.219-9.	
(iv) Alternate III (July 2010) of 52.219-9.	
(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r))X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).	
(17) 52.219-14, Limitations on Subcontracting (Nov 2017) (13 0.3.0. 037(a)(14)) (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).	
(19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (O	ct
2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).	JL
(ii) Alternate I (June 2003) of 52.219-23.	
(20) 52.219-25, Small Disadvantaged Business Participation Program— Disadvantaged Status and Ro	eportina
(Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).	
(21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)	))
(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).	,
(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15	U.S.C.
657f).	
_X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)	)(2)).
(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business	
(EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).	
(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under t	he
WOSB Program (Apr 2012) (15 U.S.C. 637(m)).	
_X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).	
_X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).	
_X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).	
_X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).	
_X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).	
_X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793)X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).	
_X (32) 52.222-37, Employment Reports on Veterans (3ep 2010) (36 0.3.6. 4212)X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (	ΈO
13496).	,L.O.
_X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applical	ole to the
acquisition of commercially available off-the-shelf items or certain other types of commercial items as president	
22.1803.)	
_X (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (	May
2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shell	
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of	,
commercially available off-the-shelf items.)	
_X (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).	
_X (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer	
Products (Dec 2007) (E.O. 13423).	
(ii) Alternate I (Dec 2007) of 52.223-16.	
_X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).	

(39) 52.225-1, Buy American ActSupplies (Feb 2009) (41 U.S.C. 10a-10d).
(40) (i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L
108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(ii) Alternate I (Mar 2012) of 52.225-3.
(iii) Alternate II (Mar 2012) of 52.225-3.
(iv) Alternate III (Nov 2012) of 52.225-3.
(41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes
administered by the Office of Foreign Assets Control of the Department of the Treasury).
(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.
5150).
(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10
U.S.C. 2307(f)).
(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31
U.S.C. 3332).
(48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration
(May 1999) (31 U.S.C. 3332). _X (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
(49) 52.232-36, Payment by Third Party (Peb 2010) (31 0.3.0. 3332). (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
(50) 52.233-1, 1 Heady of Security Safeguards (Aug 1330) (5 0.3.5. 332a). (51) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C.
Appx 1241(b) and 10 U.S.C. 2631).
(ii) Alternate I (Apr 2003) of 52.247-64.
(II) / III. (II) / III. (II) / III.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that
the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of
law or executive orders applicable to acquisitions of commercial items:
_X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
_X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C.
351, et seq.).
_X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and
Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
_X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Sep 2009) (29
U.S.C. 206 and 41 U.S.C. 351, <i>et seq.</i> )(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or
Repair of Certain EquipmentRequirements (Nov 2007) (41 U.S.C. 351, et seq.).
(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-
Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
_X (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).
(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
· · · · · · · · · · · · · · · · ·

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seg.)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). \_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services---Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

#### 52.223.1 - Bio-based Product Certification (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (<u>7 U.S.C.</u> 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

# 52.223-2 - Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (SEPT 2013)

- (a) In the performance of this contract, the contractor shall make maximum use of bio-based products that are United States Department of Agriculture (USDA)-designated items unless—
  - (1) The product cannot be acquired—
    - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
    - (ii) Meeting contract performance requirements; or
    - (iii) At a reasonable price.
  - (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
    - (i) Spacecraft system and launch support equipment.
    - (ii) Military equipment, i.e., a product or system designed or procured for combat or combatrelated missions.
- (b) Information about this requirement and these products is available at <a href="http://www.biopreferred.gov">http://www.biopreferred.gov</a>.
- (c) In the performance of this contract, the Contractor shall—
  - (1) Report to the environmental point of contract identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;
  - (2) Submit this report not later than—
    - (i) October 31 of each year during contract performance; and
    - (ii) At the end of contract performance; and
  - (3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.
- (d) The environmental point of contact for this contract is: <u>PBSbiobasedreporting@gsa.gov</u> (End of clause)
- 52.223-7, Notice of Radioactive Materials (Jan 1997)
- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 30\* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either
  - (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or
  - (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -
  - (1) Be submitted in writing;
  - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
  - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

52.223-11, Ozone-Depleting Substances (May 2001)

- (a) *Definition. "Ozone-depleting substance,"* as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
  - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

#### Warning

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

# 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items

or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

#### (a) Provisions.

<b>X</b> 552.237-70 <b>(b) Clauses</b> .	Qualifications of Offerors
<b>X</b> 552.203-71	Restriction on Advertising
552.211-73	Marking
<b>X</b> 552.215-70	Examination of Records by GSA
552.215-71	Examination of Records by GSA (Multiple Award Schedule)
552.215-72	Price Adjustment—Failure to Provide Accurate Information
552.219-70	Allocation of Orders—Partially Set-Aside Items

<b>X</b> 552.228-70	Workers' Compensation Laws
552.229-70	Federal, State, and Local Taxes
552.232-8	Discounts for Prompt
	Payment
X 552.232-72	Final Payment
X 552.237-71	Qualifications of Employees
552.238-71	Submission and Distribution of Authorized FSS Schedule Price List
<u>552.238-74</u>	Industrial Funding Fee and Sales Reporting

# 52.216-18 Ordering (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 02/01/2015 through 01/31/2020, if all options are exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

# **52.216-19 Order Limitations. (OCT 1995)**

- (a) **Minimum order**. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) **Maximum order**. The Contractor is not obligated to honor—
    - (1) Any order for a single item in excess of \$25,000.00;
    - (2) Any order for a combination of items in excess \$25,000.00; or
- (3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection  $\underline{52.216-21}$  of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **INSURANCE:**

In accordance with FAR 52.228-5 "Insurance - Work on Government Installation" incorporated by reference herein, the coverage specified below, pursuant to Subpart 28.307 of the Federal Acquisition Regulation (FAR), is the minimum insurance required for this contract.

(a) Workers Compensation and Employer's Liability. The offeror awarded the contract resulting from this acquisition will be required to comply with all applicable federal and state Workers Compensation and Occupational Disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the contractor's insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least

\$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers compensation to be written by private carriers.

- (b) General Liability. The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(End of clause)

# 52.228-16 Performance and Payment Bonds—Other Than Construction (NOV 2006)

- (a) *Definitions*. As used in this clause— "Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
- (b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 % percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 25 % percent of the original contract price.
- (c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.
- (d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.
- (e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at <a href="http://www.fms.treas.gov/c570/">http://www.fms.treas.gov/c570/</a>.
(End of clause)

# 52.243 - Changes—Fixed Price (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
  - (5) Method of shipment or packing of supplies.
  - (6) Place of delivery.

- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

### LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Contract line item(s) \* 1 is incrementally funded. For these item(s), the sum of \$ TBD \* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

February 1, 2015	\$ **
March 1, 2015	\$ **
April 1, 2015	\$ **
May 1, 2015	\$ **
June 1, 2015	\$ **
July 1, 2015	\$ **
August 1, 2015	\$ **
September 1, 2015	\$ **
October 1, 2015	\$ **
November 1, 2015	\$ **
December 1, 2015	\$ **
January 1, 2016	\$ **
·	

<sup>\*\*</sup> To be inserted after negotiation.

(End of clause)

# J. LIST OF ATTACHMENTS (LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS)

EXHIBIT 1	ERROR! BOOKMARK NOT DEFINED.
BUILDING INFORMATION SHEET	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT 2	
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT 3	
SURVEILLANCE FORMS	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT 4	
BUILDING EXTERIOR AND HARDSCAPE PLAN	
EXHIBIT 5	ERROR! BOOKMARK NOT DEFINED.39
EROSION AND SEDIMENT CONTROL	
EXHIBIT 6	ERROR! BOOKMARK NOT DEFINED.
GREEN PURCHASE REPORTS	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT 7	ERROR! BOOKMARK NOT DEFINED.
GREEN PURCHASE REPORTS	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT 8	ERROR! BOOKMARK NOT DEFINED.
RECYCLING/Solid Waste/TRASH Report	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT 9	ERROR! BOOKMARK NOT DEFINED.
EXAMPLES OF ENVIRONMENTALLY SUSTAINABLE PRODUCT ATTRIBUTES	AND OFFERINGS ERROR! BOOKMARK NOT DEFINED.44
EXHIBIT 10	
PBS WASTE AUDITS	
EXHIBIT 11	ERROR! BOOKMARK NOT DEFINED.
STANDARD FORM 24, BID BOND	148
EXHIBIT 12	
GSA Form 527, Contractor's Qualifications and Financial Information	150
EXHIBIT 13	ERROR! BOOKMARK NOT DEFINED.
Document Security Notice	156

SOLICITAT	TION/CONTRA	CT/ORDER FOR CO	MMERCIAL	LITEMS	1	. REQUISITION N			PAGE	1 <sup>OF</sup> 15
OFFEROR  2. CONTRACT NO.	TO COMPLETI	EBLOCKS 12, 17, 23	3 <b>, 24, &amp; 30</b> 14. ORDER NUMBEI	D		2PSML-13-			6 5011	CITATION ISSUE
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See Schedule	·								;	\$715,106.64
		RENCE FAR 52.212-1, 52.212-4. FAR						ARE		OT ATTACHED
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		CTOR AGREES TO FURNISH AN			DATE				ON SOLICE	
		HERWISE IDENTIFIED ABOVE A TERMS AND CONDITIONS SPE			(BLOC	CK 5), INCLUDING	ANY ADDITIO	ONS OR CHA		
. \ (0\	OFFEROR/CONTRACTO	JB.		312 LINITED STA			(SIGNATI IDE A		TING OFFICE	ER)
0) (6)				(b) (6)						
			ATE SIGNED	3					In a	DATE CICNES
			C 1.	Lawrence E	∃ng	212-577-790	12 /		31c	. DATE SIGNED
			6/23/15	lawrence.ei	ng@g	sa.gov			7	1/1/15
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AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1449** (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.		20. SCHEDULE OF SUPPLI	ES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
						100		
32a. QUANTITY IN COL	UMN 21	HAS BEEN						<u> </u>
RECEIVED		INSPECTED ACCEPTE	D, AND CONFORMS TO T	HE CONTE	RACT, EXCEPT AS NOTED:			
32b. SIGNATURE OF AU	ЛНОRIZE	ED GOVERNMENT	32c, DATE	[3	32d. PRINTED NAME AND T	TLE OF AU	THORIZED GOVERNMENT	
REPRESENTATIV	/E				REPRESENTATIVE			
32e. MAILING ADDRESS	S OF AUTI	HORIZED GOVERNMENT REPRESEN	ΠΑΤΙVE	3	2f. TELPHONE NUMBER OF	AUTHORZ	ED GOVERNMENT REPRESE	NTATIVE
				3	2g. E-MAIL OF AUTHORIZE	D GOVERN	IMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35, AMOUNT VERIFIED CORRECT FOR	3	6. PAYMENT		37.	CHECK NUMBER
	INAL				COMPLETE	PARTIAL	FINAL	
8. S/R ACCOUNT NO.		39. S/R VOUCHER NUMBER	40. PAID BY					
41 a. I CERTIFY THIS A		IS CORRECT AND PROPER FOR PA	YMENT 41c. DATE	42a, RECI	EIVED BY (Print)			
			escon mark <del>V</del> .	42b. RECI	EIVED AT (Location)			
				42c. DATE	E REC'D (YY/MM/DD)	42d	I. TOTAL CONTAINERS	
						CTAND	ARD FORM 1449 (	DACK
						SI VIIDI	CUNITATE (	REV. 2/2012) BACK

	SCHEDULE Continued								
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$				
	Contracting Officer: Lawrence Eng, 212-577-7902, lawrence.eng@gsa.gov								
	Primary Contracting Officer Representative: Carroll Pegeron, 212-264-9290, carroll.pegeron@gsa.gov								
	Alternate Contracting Officer Representative(s): None								
	Primary Technical Point of Contact: Michelle Poh O'Malley, 718-254-7114, michelle.omalley@gsa.gov								
	Alternate Technical Point of Contact(s): None								
	Custodial and Related Services  This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of \$(n) (4) for the period of performance of 08/01/2015 to 8/31/2015.								
	The remaining 11 months are subject to the "Limitation of Government's Obligation" clause which is attached and the remaining months will be funded in one-month increments.								
	The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the "Limitation of Government's Obligation" contract clause.								
	The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided.								
	CONTRACTOR F-MAIL:	=							
	CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov								
	Accounting and Appropriation Data (Monthly)								
	1B5BB0567,2015,192X.02.PG61.P0225200.K08.PGA11.NY \$(b) (4)	/0131ZZ							
0001	BASE BID/OFFER FOR BASIC SERVICES FOR INITIAL 12-MONTH PERIOD (BASE YEAR 1)	12.00	МО	(b) (4)	715,106.64				
	Per-month price for providing the custodial and related services								
	Accounting and Appropriation Data: 1B5BB0567.2015.192X.02.PG61.P0225200.K08.PGA11NY0131ZZ \$715,106.64 Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price								
	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)			//s\ / 4\					
0002	Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services	0.00	EA	(D) (4)					
	Period of Performance: 08/01/2015 to 07/31/2016								

SCHEDULE Continued								
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$			
	Pricing Option: Firm-Fixed-Price  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)			(b) (4)				
0003	Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	0.00	EA					
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)							
0004	Extermination Services Per occurrence price for providing Extermination Services  Period of Performance: 08/01/2015 to 07/31/2016	0.00	EA					
	Pricing Option: Firm-Fixed-Price  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)							
0005	Window Washing (entire building, interior & exterior) Per occurrence price for providing Window Washing (entire building, interior & exterior)	0.00	EA					
0006	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)  Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	0.00	EA					
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price  Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR							
007	INITIAL 12-MONTH PERIOD (YEAR 1) Pressure Washing and Steam Cleaning Per occurrence price for Pressure Washing and Steam Cleaning	0.00	EA					
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price Alternate offer for additional services							
008	BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)  Snow And Ice Removal For Areas Requiring Heavy Equipment  Per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment	0.00	EA					
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price							
	Alternate offer for additional services							

ПЕМ НО.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
TEN NO.	SUFFLESISERVICES	GUANTITY	ONII	UNIT PRICE \$	AMOUNI \$
	BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)			(b) (4)	
0009	Additional Services - Productive (Janitor) hourly straight time rate Per hour price for Productive (Janitor) hourly straight time	0,00	HR	(2) (1)	
	rate				
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)				
010	Additional Services - Productive (Janitor) hourly overtime rate	0,00	HR		
	Per hour price for Productive (Janitor) hourly overtime rate				
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)				
011	Additional Services - On-Site Supervisor/Straight Time Per hour price for On-Site Supervisor/Straight Time	0.00	HR		
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)				
012	Additional Services - On-Site Supervisor/Overtime Per hour price for On-Site Supervisor/Overtime	0.00	HR		
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)				
013	Additional Services - Project Manager/Straight Time Per hour price for Project Manager/Straight Time	0.00	HR		
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services BASE BID/OFFER FOR ADDITIONAL SERVICES FOR INITIAL 12-MONTH PERIOD (YEAR 1)				
14	Additional Services - Project Manager/ Overtime Per hour price for Project Manager/ Overtime	0.00	HR		
	Period of Performance: 08/01/2015 to 07/31/2016 Pricing Option: Firm-Fixed-Price				
01	OPTION LOT ONE BID/OFFER FOR BASIC SERVICES	12.00	МО	(b) (4)	0
	12-MONTH PERIOD (OPTION I - YEAR 2)				
	Per-month price for providing the custodial and related services				
	Period of Performance: 08/01/2016 to 07/31/2017				

	SCHEDULE Continued							
ПЕМ NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$			
	Pricing Option: Firm-Fixed-Price  Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)							
1002	Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services	0.00	EA	(b) (4)	OPT			
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price							
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)				OPT			
1003	Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	0.00	EA	(b) (4)				
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price							
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)							
1004	Extermination Services Per occurrence price for providing Extermination Services	0,00	EA	(b) (4)	OPT			
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price							
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)							
1005	Window Washing (entire building, interior & exterior) Per occurrence price for providing Window Washing (entire building, interior & exterior)	0.00	EA	(b) (4)	OPT			
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price							
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR							
1006	12-MONTH PERIOD (OPTION I - YEAR 2)	0.00	EA	(b) (4)	OPT			
1000	Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	0.00	EA					
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price							
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR							
	12-MONTH PERIOD (OPTION I - YEAR 2)				OPT			

	SCHEDULE Co	ntinued			
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
1007	Pressure Washing and Steam Cleaning Per occurrence price for Pressure Washing and Steam Cleaning	0.00	EA	(b) (4)	
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR				
	12-MONTH PERIOD (OPTION I - YEAR 2)				OPT
1008	Snow And Ice Removal For Areas Requiring Heavy Equipment Per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment	0.00	EA	(b) (4)	OF I
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)				
1009	Additional Services - Productive (Janitor) hourly straight time rate Per hour price for Productive (Janitor) hourly straight time rate	0.00	HR	(b) (4)	OPT
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)				
1010	Additional Services - Productive (Janitor) hourly overtime rate Per hour price for Productive (Janitor) hourly overtime rate	0.00	HR	(b) (4)	OPT
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price  Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)				
1011	Additional Services - On-Site Supervisor/Straight Time Per hour price for On-Site Supervisor/Straight Time	0.00	HR	(b) (4)	OPT
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR				
	12-MONTH PERIOD (OPTION I - YEAR 2)				OPT
1012	Additional Services - On-Site Supervisor/Overtime Per hour price for On-Site Supervisor/Overtime	0.00	HR	(b) (4)	
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price				

	SCHEDULE Continued								
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$				
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)								
1013	Additional Services - Project Manager/Straight Time Per hour price for Project Manager/Straight Time	0.00	HR	(b) (4)	OPT				
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price								
	Alternate offer for additional services OPTION LOT ONE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION I - YEAR 2)								
1014	Additional Services - Project Manager/ Overtime Per hour price for Project Manager/ Overtime	0.00	HR	(b) (4)	OPT				
	Period of Performance: 08/01/2016 to 07/31/2017 Pricing Option: Firm-Fixed-Price								
2001	OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)	12.00	МО	(b) (4)	OPT <b>707,424.9</b> 6				
	Per-month price for providing the custodial and related services								
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price								
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR								
	12-MONTH PERIOD (OPTION II - YEAR 3)				OPT				
2002	Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services	0.00	EA	(b) (4)					
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price								
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES								
	FOR 12-MONTH PERIOD (OPTION II - YEAR 3)				OPT				
2003	Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	0.00	EA	(b) (4)	OP1				
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price								
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR								
	12-MONTH PERIOD (OPTION II - YEAR 3)				OPT				
004	Extermination Services Per occurrence price for providing Extermination Services	0.00	EA	(b) (4)					
	Period of Performance: 08/01/2017 to 07/31/2018								

	SCHEDULE Co			T T	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Pricing Option: Firm-Fixed-Price  Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)				
2005	Window Washing (entire building, interior & exterior) Per occurrence price for providing Window Washing (entire building, interior & exterior)	0.00	EA	(b) (4)	OP*
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)				
2006	Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	0.00	EA	(b) (4)	OP <sup>-</sup>
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)				
2007	Pressure Washing and Steam Cleaning Per occurrence price for Pressure Washing and Steam Cleaning	0.00	EA	(b) (4)	OP <sup>-</sup>
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)				
0000	· ·	2.00	<b>-</b>	(b) (4)	OPT
2008	Snow And Ice Removal For Areas Requiring Heavy Equipment Per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment	0.00	EA		
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)				
2009	Additional Services - Productive (Janitor) hourly straight time rate Per hour price for Productive (Janitor) hourly straight time rate	0,00	HR	(b) (4)	ΩPΊ
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price				
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR				

SCHEDULE Continued							
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$		
	12-MONTH PERIOD (OPTION II - YEAR 3)				OP		
2010	Additional Services - Productive (Janitor) hourly overtime rate Per hour price for Productive (Janitor) hourly overtime rate	0.00	HR	(b) (4)			
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR						
	12-MONTH PERIOD (OPTION II - YEAR 3)				OP		
2011	Additional Services - On-Site Supervisor/Straight Time Per hour price for On-Site Supervisor/Straight Time	0.00	HR	(b) (4)	OF:		
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)						
012	Additional Services - On-Site Supervisor/Overtime Per hour price for On-Site Supervisor/Overtime	0.00	HR	(b) (4)	OP		
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3)						
013	Additional Services - Project Manager/Straight Time Per hour price for Project Manager/Straight Time	0.00	HR	(b) (4)	OP		
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR						
	12-MONTH PERIOD (OPTION II - YEAR 3)			(b) (d)	OP*		
014	Additional Services - Project Manager/ Overtime Per hour price for Project Manager/ Overtime	0.00	HR	(b) (4)			
	Period of Performance: 08/01/2017 to 07/31/2018 Pricing Option: Firm-Fixed-Price						
01	OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)	12.00	МО	(b) (4)	OP		
	Per-month price for providing the custodial and related services						
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services						

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$	
	OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)			(b) (4)		
3002	Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services	0.00	EA			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
003	Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	0.00	EA			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
004	Extermination Services Per occurrence price for providing Extermination Services	0.00	EA			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
005	Window Washing (entire building, interior & exterior) Per occurrence price for providing Window Washing (entire building, interior & exterior)	0.00	EA			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
006	Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	0.00	EA			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
007	Pressure Washing and Steam Cleaning	0.00	EA			

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$	
	Per occurrence price for Pressure Washing and Steam Cleaning					
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)			(b) (4)		
8008	Snow And Ice Removal For Areas Requiring Heavy Equipment Per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment	0.00	EA			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
009	Additional Services - Productive (Janitor) hourly straight time rate Per hour price for Productive (Janitor) hourly straight time rate	0.00	HR			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
010	Additional Services - Productive (Janitor) hourly overtime rate Per hour price for Productive (Janitor) hourly overtime rate	0.00	HR			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
011	Additional Services - On-Site Supervisor/Straight Time Per hour price for On-Site Supervisor/Straight Time	0.00	HR			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)					
012	Additional Services - On-Site Supervisor/Overtime Per hour price for On-Site Supervisor/Overtime	0.00	HR			
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price					

	SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$		
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)			(b) (4)			
3013	Additional Services - Project Manager/Straight Time Per hour price for Project Manager/Straight Time	0.00	HR				
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT THREE BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION III - YEAR 4)						
3014	Additional Services - Project Manager/ Overtime Per hour price for Project Manager/ Overtime	0.00	HR				
	Period of Performance: 08/01/2018 to 07/31/2019 Pricing Option: Firm-Fixed-Price						
1001	OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)	12.00	МО				
	Per-month price for providing the custodial and related services						
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)						
002	Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services	0.00	EA				
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)						
003	Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	0.00	EA				
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)						
004	Extermination Services Per occurrence price for providing Extermination Services	0.00	EA				
	Period of Performance: 08/01/2019 to 07/31/2020						

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	TINU	UNIT PRICE \$	AMOUNT \$	
	Pricing Option: Firm-Fixed-Price  Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)			(b) (4)		
4005	Window Washing (entire building, interior & exterior) Per occurrence price for providing Window Washing (entire building, interior & exterior)	0.00	EA			
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)					
4006	Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings)	0.00	EA			
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)					
4007	Pressure Washing and Steam Cleaning Per occurrence price for Pressure Washing and Steam Cleaning	0.00	EA			
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)					
8008	Snow And Ice Removal For Areas Requiring Heavy Equipment Per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment	0.00	EA			
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)					
009	Additional Services - Productive (Janitor) hourly straight time rate Per hour price for Productive (Janitor) hourly straight time rate	0.00	HR			
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price					
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR					

	SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$		
	12-MONTH PERIOD (OPTION IV - YEAR 5)			(b) (4)			
4010	Additional Services - Productive (Janitor) hourly overtime rate	0,00	HR				
	Per hour price for Productive (Janitor) hourly overtime rate						
	Period of Performance: 08/01/2019 to 07/31/2020  Alternate offer for additional services						
	OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)						
4011	Additional Services - On-Site Supervisor/Straight Time Per hour price for On-Site Supervisor/Straight Time	0.00	HR				
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)						
4012	Additional Services - On-Site Supervisor/Overtime Per hour price for On-Site Supervisor/Overtime	0.00	HR				
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)						
1013	Additional Services - Project Manager/Straight Time Per hour price for Project Manager/Straight Time	0.00	HR				
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price						
	Alternate offer for additional services OPTION LOT FOUR BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION IV - YEAR 5)						
1014	Additional Services - Project Manager/ Overtime Per hour price for Project Manager/ Overtime	0.00	HR				
	Period of Performance: 08/01/2019 to 07/31/2020 Pricing Option: Firm-Fixed-Price						

AMENDMENT OF SOLICITATION	MODIFICATION	OF CONTRACT	1. CONTRACT ID CO	DDE	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NO.				,	1	4
PS01	3. EFFECTIVE DATE	4. REQUISITION/PURCH	HASE REQ. NO.	5. PROJEC	T NO. (If appl	icable)
6. ISSUED BY CODE	8/1/2015	Multiple	W . U . U . O			
OPERATIONS BRANCH B 26 FEDERAL PLAZA NEW YORK, NY 10278	2PQB	7. ADMINISTERED BY (I OPERATIONS BRAN 26 FEDERAL PLAZA NEW YORK, NY 102	NCH B	CODE	2PQB	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, co	ounty State and ZID Code		00 101 1151151151	7.05.0011011		
CHINY-GS JV, LLC 1911 NW 150 AVENUE, SUITE 202A PEMBROKE PINES, FL 33028 FL USA DUNS: 078319627 Cage Code:	unity, State and ZIP Code)		98. DATED (SEE  10A. MODIFICAT GS-P-02-15-P' 10B. DATED (SE	FITEM 11) FION OF CON V-5021		ER NO.
CODE	CILITY CODE		7/1/2015			
11. THIS ITEM	<b>ONLY APPLIES TO</b>	AMENDMENTS OF S	OLICITATIONS			
CHECK ONE  A. THIS CHANGE ORDER IS ISSUED PURS IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/OF date, etc.) SET FORTH IN ITEM 14, PURS  C. THIS SUPPLEMENTAL AGREEMENT IS E 43.103 (a)  D. OTHER (Specify type of modification and a	ne hour and date specified icopies of the amendme e to the solicitation and ame OR TO THE HOUR AND DO Such change may be made and date specified.  OR TO THE TO MO THE CONTRACT/OR UANT TO: (Specify authority OF THE CONTRACT/OR UANT TO THE AUTHORITY ENTERED INTO PURSUAN	n the solicitation or as amendont; (b) By acknowledging recelendment numbers. FAILURE ATE SPECIFIED MAY RESULD by telegram or letter, provided by telegram or	ed, by one of the followin bipt of this amendment on OF YOUR ACKNOWLED IT IN REJECTION OF Yed each telegram or letter INTRACTS/ORDER: BED IN ITEM 14.  TH IN ITEM 14 ARE MAIN IN ITEM 14 ARE MAIN ITEM 15 ARE MAIN	g methods: a each copy of DGMENT TO B OUR OFFER. r makes refere	BE RECEIVED  If by virtue of ince to the sol	O AT THE fithis icitation
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organise Attached				to the issu	mig office.	
Except as provided herein, all terms and conditions of the docu 15A. NAME AND TITLE OF SIGNER (Type or print)	ment referenced in Item 9A	or 10A, as heretofore change	ed, remains unchanged a	and in full force	e and effect.	
TONY CHINYE, PRESIDENT		Lawrence Eng, Contract		in (Type or pr	int)	
15B. CON(b) (6)	15C DATE CICHES	(b) (6)				_
(D) (O)	15C. DATE SIGNED	(b) (6)			16C. DATE	
(Signature of person authorized to sign)	3-2-2016	(Signature	of Contracting Officer)		3/4/	16

NSN 7540-01-152-8070 Previous edition unusable The Contractor is entitled to a price adjustment based on revised wage rates in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts).

Therefore, this Modification No. PS01 is being issued to approve a price adjustment in the total amount of (b) (4) per month for 12 months) for the Base Year from August 1, 2015 through July 31, 2016. The revised monthly cost for complete janitorial services is (b) (4) Original Base Year Monthly price + (b) (4) the adjusted amount = (b) (4) the new monthly price). Correspondingly, the revised contract price for the base year period is (b) (4) \$731,691.60.

Since this Modification for price adjustment is effective August 1, 2015, the payment for the difference between the original monthly price of (b) (4) and revised monthly price of (b) (4) to date (August 1, 2015 through February 29, 2016 = 7 Months) (b) (4) X 7 = (b) (4) should be paid along with March 2016 revised monthly price of (b) (4) for a total of (b) (4)

This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of (5) (4) for the period of performance of 03/01/2016 to 3/31/2016.

The remaining 4 months are subject to the "Limitation of Government's Obligation" clause which is attached and the remaining months will be funded in one-month increments.

The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the "Limitation of Government's Obligation" contract clause.

The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided.

CONTRACTOR F-MAIL:

CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov

The CLIN for the Base year services are 0010 through 0013 below. In addition, for additional services hourly rates under Items 0009 through 0014 are being adjusted as listed below:

CLIN	SUPPLIES/SERVICES	Quantity	Unit	Unit Price \$	Amount &
No.		Quantity	Oint	Omt Fice \$	Amount \$
0010	BASE YEAR REVISED PRICE FOR BASIC SERVICES FOR INITIAL 1-MONTH PERIOD	1	МО	(b) (4)	
	Per-month price for providing the custodial and related services				
	Period of Performance: 08/01/2015 to 08/31/2015 Pricing Option: Firm-Fixed-Price				
0011	BASE YEAR REVISED PRICE FOR BASIC SERVICES FOR INITIAL 6-MONTH PERIOD	6	МО		
	Per-month price for providing the custodial and related services				
	Period of Performance: 09/01/2015 to 02/29/2016 Pricing Option: Firm-Fixed-Price				
0012	BASE YEAR REVISED PRICE FOR BASIC SERVICES FOR INITIAL 1-MONTH PERIOD	1	МО	(b) (4)	
	Per-month revised price for providing the custodial and related services (b) (4) for March + (b) (4)				
	(8/1/15 through $2/29/16 = 7$ Months (b) (4)				
	Period of Performance: 03/01/2016 to 03/31/2016				
0013	Pricing Option: Firm-Fixed-Price			-	
0013	BASE YEAR REVISED PRICE FOR BASIC SERVICES FOR REMAINING 4-MONTH PERIOD	4	МО		
	Per-month revised price for providing the custodial and related services				
	Period of Performance: 04/01/2016 to 07/31/2016 Pricing Option: Firm-Fixed-Price				
0009	Additional Services - Productive (Janitor) hourly straight time rate	0.00	HR	-	
0010	Additional Services - Productive (Janitor) hourly overtime rate	0.00	HR		_
0011	Additional Services - On-Site Supervisor/Straight Time Per hour price for On-Site Supervisor/Straight Time	0.00	HR		
0012	Additional Services - On-Site Supervisor/Overtime Per hour price for On-Site Supervisor/Overtime	0.00	HR	-	
0013	Additional Services - Project Manager/Straight Time	0.00	HR	-	
0014	Per hour price for Project Manager/Straight Time Additional Services - Project Manager/ Overtime	0.00	HR	-	
1000	Per hour price for Project Manager/ Overtime				

Contract No. GS-02P-15-PV-A-0012/GS-P-02-15-PV-5021/ADN: 1B5BB0567 Custodial and Related Services Alexander Hamilton U.S. Custom House One Bowling Green New York, NY 10004

### LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Contract line item 0012 is incrementally funded. For these item(s), the sum of of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or

Contract No. GS-02P-15-PV-A-0012/GS-P-02-15-PV-5021/ADN: 1B5BB0567 Custodial and Related Services Alexander Hamilton U.S. Custom House One Bowling Green New York, NY 10004

obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Contract Execution	\$0
March 1, 2016	(b) (4)
April 1, 2016	
May 1, 2016	
June 1, 2016	
July 1, 2016	
July 1, 2010	

# **SF30 List of Accounting Strings**

### **Accounting String**

**Amount Obligated** 

1B5BB0567.2015.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ......

1B5BB0567.2016.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ......

## **Description of Amendment/Modification**

Custodial and Related Services Please see attached.

### **PR Association Changes**

Updated PR association from EQ2PQB-15-5056 to EQ2PQB-15-5056-M0002

#### **Line Item Changes**

Added CLIN 0012 with Total Price (b) (4)

Changed CLIN 0010 PoP End Date from 07/31/2016 to 08/31/2015

Changed CLIN 0011 Quantity from 11 to 6

Changed CLIN 0011 Total Price from (b) (4)

Changed CLIN 0011 Description from This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of b (4) for the period of performance of 08/01/2015 to 8/31/2015. The remaining 11 months are subject to the "Limitation of Government's Obligation" clause which is attached and the remaining months will be funded in one-month increments. BASE BID/OFFER FOR BASIC SERVICES FOR INITIAL 12-MONTH PERIOD (BASE YEAR 1) Per-month price for providing the custodial and related services to This award is a fixed price incrementally funded building service contract. The certification of funding reflects only six months of funding in the amount of (5) (4) for the period of performance of 09/01/2015 to 2/29/2016. The remaining 5 months are subject to the "Limitation of Government's Obligation" clause which is attached and the remaining months will be funded in one-month increments. BASE BID/OFFER FOR BASIC SERVICES FOR INITIAL 12-MONTH PERIOD (BASE YEAR 1) Per-month price for providing the custodial and related services

Changed CLIN 0011 POP Start Date from 08/01/2015 to 09/01/2015

Changed CLIN 0011 PoP End Date from 07/31/2016 to 02/29/2016

#### **Funding Changes**

Changed Award Obligated Value from (b) (4)

Changed 0010 and 1B5BB0567.2015.192X.02.P0225200.PG61.PGA11.K08NY0131ZZ(b) (4)
Changed 0010 and 1B5BB0567.2015.192X.02.P0225200.PG61.PGA11.K08NY0131ZZ(b) (4)
Changed 0011 and 1B5BB0567.2015.192X.02.P0225200.PG61.PGA11.K08NY0131ZZ(b) (4)
Changed 0012 and 1B5BB0567.2016.192X.02.P0225200.PG61.PGA11.K08NY0131ZZ

AMEN	IDMENT OF S	OLICITATION	MODIFICATION O	F CONTRACT	1,0	CONTRACT ID CO	DDE	PAGE O	F PAGES
2. AMENDMEN	NT/MODIFICATION NO	4	3. EFFECTIVE DATE	4. REQUISITION/PURC	HASE	REQ. NO.	5. PROJEC	T NO. <i>(If appli</i>	
PS02			8/1/2016	EQ2PQB-15-5056					
6. ISSUED BY		CODE	2PQB	7. ADMINISTERED BY	if other	r than item 6)	CODE	2PQB	
1 WORLD TRADE CENTER 1 WORLD TRAI				OPERATIONS BRAI 1 WORLD TRADE C NEW YORK, NY 100	RANCH B DE CENTER				
8. NAME AND	ADDRESS OF CONTR	ACTOR (No., street, c	ounty, State and ZIP Code)	1	(X)	9A, AMENDMEN	IT OF SOLICE	TATION	
	0 AVENUE, SUITE : E PINES, FL 33028 319627	202A				98. DATED (SEE 10A. MODIFICAT GS-P-02-15-P 108. DATED (SE	FION OF CON V-5021	ITRACT/ORDI	ĒŘ NO.
CODE		ĮΕΔ	CILITY CODE		Ш	7/1/2015			
3024			ONLY APPLIES TO A	MENDMENTS OF S	100				
		TI. TIIISTILI	I ONE LAFFEIES TO A	MILIADMENTS OF S	JOLIC	MATIONS			
(a) By complett or (c) By separ. PLACE DESIG amendment yo and this amend 12. ACCOUNT	Ing Items 8 and 15, and ate letter or telegram with NATED FOR THE RECur desire to change and the Items of	returning hick the contract of the contract of the opening how to the opening how the contract of the contract	NLY APPLIES TO MOI THE CONTRACT/ORD SUANT TO: (Specify authority) STORE IS MODIFIED TO REFI SUANT TO THE AUTHORITY ENTERED INTO PURSUANT	(b) By acknowledging rec dment numbers, FAILURE E SPECIFIED MAY RESU y felegram or letter, provid DIFICATION OF CO ER NO. AS DESCR THE CHANGES SET FOR LECT THE ADMINISTRAT OF FAR 43.103(b)	elpt of in OF YOU ILT IN IED EACH	this amendment of DUR ACKNOWLEI REJECTION OF Note that the legram or letter that the legram of the l	n each copy of DGMENT TO COUR OFFER I makes referenced by THE COUR OFFER I makes referenced by THE COURT THE CO	BE RECEIVEI  If by virtue of ence to the sol	D AT THE I I I I I I I I I I I I I I I I I I I
E. IMPORTA	ANT: Contractor	is not, 💢 is	s required to sign this do	ocument and return		1 copie	s to the iss	uing office.	8
14 DESCRIPT	ION OF AMENDMENT		anized by UCF section heading	<u> </u>	ntmet -	uhlari matter who	ra fassible 1		
See Attached				a, armoning districted to the	aut d	Truck Wile	- rodavici,		
			cument referenced in Item 9A o						
(b) (6) 1			dont	6A. NAME AND TITLE OF Lawrence Eng. Contrac (b) (6)		cialist	DARD FO		

# **SF30 List of Accounting Strings**

### **Accounting String**

**Amount Obligated** 

1B5BB0567.2015.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ......

1B5BB0567.2016.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ.....



## **Description of Amendment/Modification**

Custodial and Related Services Please see attached.

### **Award Detail Changes**

Changed Effective Date from 8/1/2015 to 8/1/2016

Changed PoP Start Date from 8/1/2015 to 8/1/2016

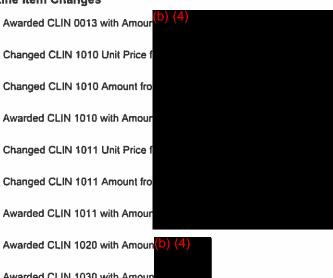
Changed PoP End Date from 7/31/2016 to 7/31/2017

Changed Base and All Options Value from (b) (4

### **PR Associations**

Associated PR EQ2PQB-15-5056-M0003

### Line Item Changes



Awarded CLIN 1020 with Amoun

Awarded CLIN 1040 with Amoun

Awarded CLIN 1050 with Amoun

Awarded CLIN 1060 with Amoun

Awarded CLIN 1070 with Amoun

Awarded CLIN 1070 with Amoun

Awarded CLIN 1080 with Amoun

Changed CLIN 1090 Unit Price (b) (4)

Awarded CLIN 1090 with Amou

Changed CLIN 1100 Unit Price

Awarded CLIN 1100 with Amou



### **Funding Changes**

Changed Award Obligated Value from (b) (4



This Modification PS02 is being issued to exercise the Option I to extend the term of the contract for an additional twelve (12) months period effective from August 1, 2016 through July 31, 2017 in the amount of (b) (4) which equates to a monthly price of (b) (4)

In addition, the Contractor is entitled to a price adjustment based on revised wage rates in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts).

Therefore, this Modification No. PS02 is also being issued to approve a price adjustment in the total amount of (b) (4) per month for 12 months) for the Option Year I from August 1, 2016 through July 31, 2017.

The revised monthly price for Custodial and Related Services is originally proposed Option Year I Monthly price + (b) (4) Base Year Escalation for Option Year I Escalation = (b) (4) the new monthly price).

Correspondingly, the revised total contract price is increased by (b) (4) from (b) (4) to(b) (4)

This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of (b) (4) for the period of performance of 08/01/2016 to 8/31/2016.

The remaining 11 months are subject to the "Limitation of Government's Obligation" clause which is attached and the remaining months will be funded in one-month increments.

The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the "Limitation of Government's Obligation" contract clause.

The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided.

CONTRACTOR E-MAIL:

**CONTRACTING OFFICER E-MAIL:** 

lawrence.eng@gsa.gov

The CLIN for the Option year I services are changed from 1001 through 1014 to 1010 through 1140 below. In addition, for additional services hourly rates under Items 1090 through 1140 are being adjusted as listed below:

CLI	SUPPLIES/SERVICES	Quantity	Unit	Unit Price	Amount \$
N No.				<b>S</b>	77
1010	OPTION YEAR I ESCALATED PRICE FOR BASIC SERVICES FOR INITIAL 1-MONTH PERIOD  Per-month price for providing the custodial and	1	МО	(b) (4)	
	related services  Period of Performance: 08/01/2016 to 08/31/2016				
	Pricing Option: Firm-Fixed-Price				
1011	OPTION YEAR I ESCALATED PRICE FOR BASIC SERVICES FOR REMAINING 11 MONTHS PERIOD  Per-month price for providing the custodial and	11	МО		
	related services  Period of Performance: 09/01/2016 to 07/31/2017  Pricing Option: Firm-Fixed-Price				
1020	Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services  Period of Performance: 08/01/2016 to 07/31/2017	0	EA		
	Pricing Option: Firm-Fixed-Price		11		
1030	Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	0	EA		and the state of t
	Period of Performance: 08/01/2016 to 07/31/2017  Pricing Option: Firm-Fixed-Price				
1040	Extermination Services Per occurrence price for providing Extermination Services	0	EA		
	Period of Performance: 08/01/2016 to 07/31/2017  Pricing Option: Firm-Fixed-Price				
		1			

Contract No. GS-02P-15-PV-A-0012/GS-P-02-15-PV-5021/ADN: 1B5BB0567 Custodial and Related Services Alexander Hamilton U.S. Custom House One Bowling Green New York, NY 10004

1050	Window Washing (entire building, interior & exterior)	0	EA	(b) (4)
	Per occurrence price for providing Window Washing			
	(entire building, interior & exterior)			
	Period of Performance: 08/01/2016 to 07/31/2017			
	Pricing Option: Firm-Fixed-Price			
1060	Washing Blinds And Coverings (Not Including	0	EA	
	Drapes,			
	Curtains And Unique Coverings)			
	Per occurrence price for Washing Blinds And			
	Coverings			
	(Not Including Drapes, Curtains And Unique			
	Coverings)			
	Period of Performance: 08/01/2016 to 07/31/2017		П	
	Pricing Option: Firm-Fixed-Price			
1070	Pressure Washing and Steam Cleaning	0	EA	
	Per occurrence price for Pressure Washing and			
	Steam			
	Cleaning			
	Period of Performance: 08/01/2016 to 07/31/2017			
	Pricing Option: Firm-Fixed-Price			
1080	Snow And Ice Removal For Areas Requiring Heavy	0	EA	
	Equipment			
	Per occurrence price for Snow And Ice Removal For			
	Areas Requiring Heavy Equipment			
	Period of Performance: 08/01/2016 to 07/31/2017			
	Pricing Option: Firm-Fixed-Price			
1090	Additional Services - Productive (Janitor) hourly	0.00	HR	
	straight			
	time rate			
1100	Additional Services - Productive (Janitor) hourly	0.00	HR	
1110	overtime rate	0.00	IID	
1110	Additional Services - On-Site Supervisor/Straight	0.00	HR	
	Time   Per hour price for On-Site Supervisor/Straight Time			
1120	Additional Services - On-Site Supervisor/Overtime	0.00	HR	
1120	Per hour price for On-Site Supervisor/Overtime	0,00	***	
1130	Additional Services - Project Manager/Straight	0.00	HR	
	Time			
	Per hour price for Project Manager/Straight Time			
1140	Additional Services - Project Manager/ Overtime	0.00	HR	
	Per hour price for Project Manager/ Overtime			

### LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 1011 is incrementally funded. For these item(s), the sum of of the total price is presently available for payment (under contract line item 1010) and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or

obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Contract Execution	(b) (4)
September 1, 2016	
October 1, 2016	
November 1, 2016	
December 1, 2016	
January 1, 2017	
February 1, 2017	
March 1, 2017	
April 1, 2017	
May 1, 2017	
June 1, 2017	
July 1, 2017	

2. AMENDMEN			OF CONTRACT			1	4
	IT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REQ. NO.	5. PROJECT	NO. (If a <sub>l</sub>	oplicable)
PA03		8/1/2015	EQ2PQB-15-5056	3			
6. ISSUED BY	CODE	2PQB	7. ADMINISTERED BY (III	f other than Item 6)	CODE	2PQB	
1 WORLD	ONS BRANCH B TRADE CENTER RK, NY 10007	OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007					
8. NAME AND A	ADDRESS OF CONTRACTOR (No., street, o	ounty, State and ZIP Code)		(X) 9A. AMENDMEN	T OF SOLICIT	ATION	
CHINY-GS	S JV, LLC			NO.			
1911 NW 1	150 AVENUE, SUITE 202A			9B. DATED (SE	E ITEM 11)		
PEMBRO	KE PINES, FL 33028			,	,		
DUNS: 078	8319627		-	10A. MODIFICA	TION OF CON	TRACT/OF	RDER NO.
Cage Code	e:			GSP0215PV5021			
· ·				10B. DATED (SE	EE ITEM 13)		
CODE	FA	CILITY CODE		Jul 1, 2015			
	11. THIS ITEN	ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
	e numbered solicitation is amended as set for					ot extende	d.
	knowledge receipt of this amendment prior to ng items 8 and 15, and returning	the nour and date specified in copies of the amendmen			· ·	the offer s	ubmitted:
· / /	ate letter or telegram which includes a referen						
PLACE DESIGN	NATED FOR THE RECEIPT OF OFFERS PF	RIOR TO THE HOUR AND DA	ATE SPECIFIED MAY RESUL	LT IN REJECTION OF	YOUR OFFER.	If by virtue	e of this
-	ur desire to change an offer already submitted		by telegram or letter, provide	d each telegram or lette	er makes refere	nce to the	solicitation
	ment, and is received prior to the opening ho						
	ING AND APPROPRIATION DATA (If require	a)					
Modificatio	on Obligation Amount: (b) (4)	NI V ADDI IEO TO MO	DIFICATION OF COL	ITD 4 0T0 (0DDE			
	IT MODIFIES	NLY APPLIES TO MC THE CONTRACT/OR	DER NO. AS DESCRI	BED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PUR IN ITEM 10A.	SUANT TO: (Specify authority	y) THE CHANGES SET FOR	TH IN ITEM 14 ARE MA	ADE IN THE CO	ONTRACT	ORDER NO.
	INTILM TOA.						
$\boxtimes$	B. THE ABOVE NUMBERED CONTRACT/C date, etc.) SET FORTH IN ITEM 14, PUR			VE CHANGES (such as	changes in pa	ying office	, appropriation
	C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUAN	T TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and	authority)					
E. IMPORT/	ANT: Contractor is not,	s required to sign this o	document and return _	copie	s to the issu	uing offic	ce.
14. DESCRIPTI	ION OF AMENDMENT/MODIFICATION (Org	anized by UCF section headir	ngs, including solicitation/con	tract subject matter whe	ere feasible.)		
See Attach	and						
See Allaci	ieu						
	ded herein, all terms and conditions of the do	cument referenced in Item 9A					ct.
15A. NAME AN	D TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF	CONTRACTING OFFIC	CER (Type or p	rınt)	
			Lawrence Eng, Cor	ntract Specialist			
		 				Les	
15D 00:==	:TOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	AMERICA		116C. D	ATE SIGNED
15B. CONTRAC	STORUST EROR		(b) (6)				

### **INSTRUCTIONS**

Instructions for items other than those that are self-explanatory, are as follows:

- (a) <u>Item 1 (Contract ID Code)</u>. Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
  - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
  - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
  - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
  - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
  - (5) For a modification confirming the contacting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) <u>Item 6 (Issued By)</u>. Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. Dated), and 10, (Modification of Contract/Order No. Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1)	Accounting	classification	
	Net increas	e S	S

(2)	Accounting classification	
	Net decrease	\$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) <u>Item 14 (Description of Amendment/Modification)</u>.
  - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document
  - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(	i)	Total	contract	price	increased	by	\$

- (ii) Total contract price decreased by \$.....
- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
  - (i) A reference to the letter determination; and
  - (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) <u>Item 16B</u>. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

# **Description of Amendment/Modification**

**Custodial and Related Services** 

To correct the variance for funding.

# **SF30 List of Accounting Strings**

### **Accounting String**

1B5BB0567.2016.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ......

1B5BB0567.2015.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ......

## **Amount Obligated**



AMEN	NDMENT OF SOLICITATION	N/MODIFICATION O	F CONTRACT	1. CONTRACT ID CO	DE	PAGE	OF PAGES
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE 8/1/2017	4. REQUISITION/PURCH.		5. PROJEC	NO. (If a	applicable)
6. ISSUED BY	CODE	2PQB	7. ADMINISTERED BY (If		CODE	2PQE	2
	IONS BRANCH B	21 00	OPERATIONS BE	RANCH B	5552	ZFQL	
	O TRADE CENTER		1 WORLD TRADE				
NEW YOR	RK, NY 10007		NEW YORK, NY	10007			
8. NAME AND	ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)		(X) 9A. AMENDMEN	T OF SOLICIT	TATION	
CHINY-G	S JV, LLC			NO.			
1911 NW	150 AVENUE, SUITE 202A			9B. DATED (SEE	ITEM 441		
	KE PINES, FL 33028			BB. DATED (SEE	TIEM 11)		
<b>DUNS: 07</b>				10A. MODIFICAT	ION OF CON	TRACT/OF	RDFR NO
Cage Coo	de:			GSP0215PV5021			122111121
				10B. DATED (SE	E ITEM 13)		
CODE		FACILITY CODE		Jul 1, 2015			
		M ONLY APPLIES TO A	MENDMENTS OF SC				
The abov	e numbered solicitation is amended as set f			CHAIR STONE CONTROL CO		W W W	ų.
Account of the contract of the				- 20		ot extende	d.
(a) By completi	knowledge receipt of this amendment prior t ing items 8 and 15, and returning	o the nour and date specified in a copies of the amendment				N	
or (c) By separ	ate letter or telegram which includes a refere	ence to the solicitation and amen	dment numbers. FAILURE C	F YOUR ACKNOWLED	GMENT TO	BE RECEI	VED AT THE
PLACE DESIG	NATED FOR THE RECEIPT OF OFFERS F	PRIOR TO THE HOUR AND DAT	TE SPECIFIED MAY RESUL	T IN REJECTION OF Y	OUR OFFER.	If by virtue	e of this
	our desire to change an offer already submitted dment, and is received prior to the opening h		y telegram or letter, provided	i each telegram or letter	makes refere	nce to the	solicitation
12. ACCOUNT	ING AND APPROPRIATION DATA (If require						
Modification	on Obligation Amount: <sup>(b)</sup> (4)						
		ONLY APPLIES TO MOI S THE CONTRACT/ORD			S.		
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PU				DE IN THE CO	ONTRACT	ORDER NO.
	IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT. date, etc.) SET FORTH IN ITEM 14, PU	RSUANT TO THE AUTHORITY	OF FAR 43.103(b).	E CHANGES (such as o	changes in pa	ying office,	appropriation
$\times$	C. THIS SUPPLEMENTAL AGREEMENT I		TO AUTHORITY OF:				
	D. OTHER (Specify type of modification an	d authority)					
E. IMPORT	ANT: Contractor is not,	is required to sign this do	ocument and return	1 copies	to the issu	ing offic	e.
14. DESCRIPT	ION OF AMENDMENT/MODIFICATION (Or	ganized by UCF section heading	s, including solicitation/contr	act subject matter where	e feasible.)		
See Attach	ned						
-							
15A. NAME AN	ded herein, all terms and conditions of the d D TITLE OF SIGNER (Type or print)	ocument referenced in Item 9A o	r 10A, as heretofore change 6A. NAME AND TITLE OF C	d, remains unchanged a	nd in full force	and effec	st.
o) (6)	of the of the transfer of planty	(D) (O)			:K (Type or pi	int)	
			_awrence Eng, Cont (b) (6)	iaci opecialist			
		15C. DATE SIGNED 1	(6)			16C. D/	ATE SIGNED
		\$13/17				i de la contraction de	3/17
(Si	ignature of person authorized to sign)					0/3	ו ו וכ

NSN 7540-01-152-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

#### **INSTRUCTIONS**

Instructions for items other than those that are self-explanatory, are as follows:

- (a) <u>Item 1 (Contract ID Code)</u>. Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
  - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
  - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
  - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
  - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
  - (5) For a modification confirming the contacting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) <u>Item 6 (Issued By)</u>. Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. Dated), and 10, (Modification of Contract/Order No. Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1)	Accounting	classification	
	Net increas	e S	S

(2)	Accounting classification	
	Net decrease	\$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) <u>Item 14 (Description of Amendment/Modification)</u>.
  - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document
  - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$	
--	--

(ii) Total	contract	price	decreased	by	\$
------------	----------	-------	-----------	----	----

- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
  - (i) A reference to the letter determination; and
  - (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) <u>Item 16B</u>. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

### **Description of Amendment/Modification**

This Modification PS04 is being issued to exercise the Option I to extend the term of the contract for an additional twelve (12) months period effective from August 1, 2017 through July 31, 2018 in the amount of (b) (4) which equates to a monthly price of (b) (4)

In addition, the Contractor is entitled to a price adjustment based on revised wage rates in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts).

Therefore, this Modification No. PS04 is also being issued to approve a price adjustment in the total amount of (b) (4) per month for 12 months) for the Option Year II from August 1, 2017 through July 31, 2018.

The revised monthly price for Custodial and Related Services is (b) (4) per month (b) (4) originally proposed Option Year II Monthly price + (b) (4) Base Year Escalation + (b) (4) for Option Year II Escalation + (b) (4) the new monthly price).

Correspondingly, the revised total contract price is increased by (b) (4)

This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of (b) (4) for the period of performance of 08/01/2017 to 8/31/2017.

The remaining 11 months are subject to the "Limitation of Government's Obligation" clause which is attached and the remaining months will be funded in one-month increments.

The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the "Limitation of Government's Obligation" contract clause.

The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided.

#### CONTRACTOR E-MAIL:

(b) (4)

#### **CONTRACTING OFFICER E-MAIL:**

lawrence.eng@gsa.gov

The CLIN for the Option year II services are changed from 2001 through 2014 to 2010 through 2140 below. In addition, for additional services hourly rates under Items 2090 through 2140 are being adjusted as listed below:

# **SF30 List of Accounting Strings**

### **Accounting String**

1B5BB0567.2017.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ......

1B5BB0567.2016.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ.....

1B5BB0567.2015.192X.02.P0225200.PG61.PGA11.K08..NY0131ZZ......

## **Amount Obligated**



				PAGE OF 5 8
DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
Custodial Services - Option Year 2 OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3) Per-month price for providing the custodial and related services 1B5BB0567.2017.192X.02.P0225200 .PG61.PGA11.K08NY0131ZZ	1	MO	(b) (4)	
PoP: 08/01/2017 - 08/31/2017				
Custodial Services - Option Year 2 Per-month price for providing the custodial and related services PoP: 09/01/2017 - 07/31/2018	11	МО		
Custodial Services - Option Year 2 Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services PoP: 08/01/2017 - 07/31/2018	0	EA		
Custodial Services - Option Year 2 Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction PoP: 08/01/2017 - 07/31/2018	0	EA		
	Custodial Services - Option Year 2 OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3) Per-month price for providing the custodial and related services 1B5BB0567.2017.192X.02.P0225200 .PG61.PGA11.K08NY0131ZZ  (b) (4)  PoP: 08/01/2017 - 08/31/2017  Custodial Services - Option Year 2 Per-month price for providing the custodial and related services PoP: 09/01/2017 - 07/31/2018  Custodial Services - Option Year 2 Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services PoP: 08/01/2017 - 07/31/2018  Custodial Services - Option Year 2 Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	Custodial Services - Option Year 2 OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3) Per-month price for providing the custodial and related services 1B5BB0567.2017.192X.02.P0225200 .PG61.PGA11.K08NY0131ZZ  (b) (4)  PoP: 08/01/2017 - 08/31/2017  Custodial Services - Option Year 2 Per-month price for providing the custodial and related services PoP: 09/01/2017 - 07/31/2018  Custodial Services - Option Year 2 Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services PoP: 08/01/2017 - 07/31/2018  Custodial Services - Option Year 2 Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	Custodial Services - Option Year 2 OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3) Per-month price for providing the custodial and related services 1B5BB0567.2017.192X.02.P0225200 .PG61.PGA11.K08NY0131ZZ  (a) (4)  PoP: 08/01/2017 - 08/31/2017  Custodial Services - Option Year 2 Per-month price for providing the custodial and related services PoP: 09/01/2017 - 07/31/2018  Custodial Services - Option Year 2 Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services PoP: 08/01/2017 - 07/31/2018  Custodial Services - Option Year 2 Carpet shampooing service-Steam Extraction -per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction	Custodial Services - Option Year 2 OPTION LOT TWO BID/OFFER FOR BASIC SERVICES FOR 12-MONTH PERIOD (OPTION II - YEAR 3) Per-month price for providing the custodial and related services 1B5BB0567.2017.192X.02.P0225200 .PG61.PGA11.K08NY0131ZZ  [b) (4)  PoP: 08/01/2017 - 08/31/2017  Custodial Services - Option Year 2 Per-month price for providing the custodial and related services PoP: 09/01/2017 - 07/31/2018  Custodial Services - Option Year 2 Trash Removal Services for one 20 cu. yd. container Per pick up price for providing Trash Removal services PoP: 08/01/2017 - 07/31/2018  Custodial Services - Option Year 2 Carpet shampooing service-Steam Extraction - per square foot Per square feet price for providing Carpet shampooing service-Steam Extraction

					PAGE OF 8
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
2040	Custodial Services - Option Year 2 Extermination Services Per occurrence price for providing Extermination Services PoP: 08/01/2017 - 07/31/2018	0	EA	(b) (4)	
2050	Custodial Services - Option Year 2 Window Washing (entire building, interior & exterior) Per occurrence price for providing Window Washing (entire building, interior & exterior) PoP: 08/01/2017 - 07/31/2018	0	EA		
2060	Custodial Services - Option Year 2 Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) Per occurrence price for Washing Blinds And Coverings (Not Including Drapes, Curtains And Unique Coverings) PoP: 08/01/2017 - 07/31/2018	0	EA		
2070	Custodial Services - Option Year 2 Pressure Washing and Steam Cleaning Per occurrence price for Pressure Washing and Steam Cleaning PoP: 08/01/2017 - 07/31/2018	0	EA		
2080	Custodial Services - Option Year 2 Snow And Ice Removal For Areas	0	EA		

					PAGE OF 8
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
	Requiring Heavy Equipment Per occurrence price for Snow And Ice Removal For Areas Requiring Heavy Equipment PoP: 08/01/2017 - 07/31/2018			(b) (4)	
2090	Custodial Services - Option Year 2 Additional Services - Productive (Janitor) hourly straight time rate Per hour price for Productive (Janitor) hourly straight time rate PoP: 08/01/2017 - 07/31/2018	0	HR		
2100	Custodial Services - Option Year 2 Additional Services - Productive (Janitor) hourly overtime rate Per hour price for Productive (Janitor) hourly overtime rate PoP: 08/01/2017 - 07/31/2018	0	HR		
2110	Custodial Services - Option Year 2 Additional Services - On-Site Supervisor/Straight Time Per hour price for On-Site Supervisor/Straight Time PoP: 08/01/2017 - 07/31/2018	0	HR		
2120	Custodial Services - Option Year 2 Additional Services - On-Site Supervisor/Overtime Per hour price for On-Site Supervisor/Overtime	0	HR		

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			LINUT	<u> </u>	8 8	
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
	PoP: 08/01/2017 - 07/31/2018			(b) (4)		
2130	Custodial Services - Option Year 2 Additional Services - Project Manager/Straight Time Per hour price for Project Manager/Straight Time PoP: 08/01/2017 - 07/31/2018	0	HR			
2140	Custodial Services - Option Year 2 Additional Services - Project Manager/ Overtime Per hour price for Project Manager/ Overtime PoP: 08/01/2017 - 07/31/2018	0	HR			

Custodial and Related Services Alexander Hamilton U.S. Custom House One Bowling Green New York, NY 10004

#### LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Contract line item 2010 is incrementally funded. For these item(s), the sum of of the total price is presently available for payment (under contract line item 2010) and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or

obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

	(1) (4)
Date of Contract Execution	(b) (4)
September 1, 2017	
October 1, 2017	
November 1, 2017	
December 1, 2017	
January 1, 2018	
February 1, 2018	
March 1, 2018	
April 1, 2018	
May 1, 2018	
June 1, 2018	
July 1, 2018	